



AGREEMENT BETWEEN

U.S. ARMY MISSILE COMMAND

U. S. ARMY TEST, MEASUREMENT, AND DIAGNOSTIC EQUIPMENT  
SUPPORT GROUP

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 1858  
AFL - CIO



REDSTONE ARSENAL, ALABAMA



FOR PROFESSIONAL EMPLOYEES

EFFECTIVE 1 JULY 1983

#### AUTHORITY

This Agreement is entered into under the authority granted in Title VII of the Civil Service Reform Act of **1978** (Public Law **95-454**) and Certification of Representative (LMSA Form 1101) dated **28** September **1976**.

#### PREAMBLE

This Agreement is made by and between the UNITED STATES ARMY MISSILE COMMAND, and the UNITED STATES ARMY TEST, MEASUREMENT, AND DIAGNOSTIC EQUIPMENT SUPPORT GROUP, Redstone Arsenal, Alabama, hereinafter referred to as the "Employer," and LOCAL **1858**, AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFL-CIO), hereinafter referred to as the "Union."

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of Title VII of the Civil Service Reform Act of **1978**, to establish a basic understanding relative to personnel policies, practices, and procedures, and matters affecting other conditions of employment, and to provide for amicable discussion and adjustment of matters of mutual interest.

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

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## ARTICLE 1 - PURPOSE

### Section 1. Union-Employer Relationship

The well-being of the employees and the efficient and economical operation of the United States Army Missile Command and the United States Army Test, Measurement, and Diagnostic Equipment Support Group require that orderly and constructive relationships be maintained between the Employer and the Union. The participation of employees in the formulation and implementation of Employer policies and procedures affecting them contributes to the effective conduct of public business. The parties to this Agreement recognize that they must assume great responsibilities and must exercise proper restraint and good judgment to establish a stable and meaningful relationship based upon this Agreement. It is the purpose of this Agreement, therefore:

- a. To identify the parties to the Agreement and define their respective roles and responsibilities under the Agreement.
- b. To state the policies, procedures, and methods that will hereafter govern the working relationships between the Employer and the Union.
- c. To indicate the nature of the subject matter of proper mutual concern.

### Section 2. Objectives

It is intended that this Agreement will meet the following objectives:

- a. Insure employee participation in the formulation and implementation of personnel policies and procedures affecting them.
- b. Provide for the highest degree of efficiency and responsibility in the accomplishing of the mission of the United States Army Missile Command and the United States Army Test, Measurement, and Diagnostic Equipment Support Group.
- c. Promote employee-management cooperation.
- d. To facilitate the adjustment of grievances/complaints.

## ARTICLE 2 - PROVISIONS OF LAW AND REGULATIONS

In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, involving conditions of employment or the interpretation and application of agency policies, regulations, and practices not specifically covered by this Agreement. The sole exclusions to this procedure shall be those matters subject to statutory procedures, and those matters not mutually agreed upon by both parties.

## ARTICLE 3 - COVERAGE

### Section 1. Exclusive Recognition and Coverage of the Agreement

The Employer recognizes the Union as the exclusive bargaining representative for all eligible employees (hereinafter referred to as the employee) within the bargaining unit as outlined below:

### Section 2. Bargaining Unit

The recognized bargaining unit includes, and this Agreement is only applicable to, all current and future eligible civilian employees of the United States Army Missile Command and the United States Army Test, Measurement, and Diagnostic Equipment Support Group, except for the following:

- a. Management officials.
- b. Employees engaged in personnel work in other than purely clerical positions.
- c. Supervisory employees.
- d. Temporary employees (appointment for **90** days or less).
- e. Missile Intelligence Agency employees.
- f. Non-professional employees.
- g. Consultants.
- h. Any other employee excluded by the Civil Service Reform Act of 1978.

### Section 3. Gender Statement

In this Agreement the words "he," "him," "his," or the like are intended to include both the masculine and feminine genders unless otherwise indicated.

## ARTICLE 4 - AGREEMENT

### Section 1. Parties of the Agreement

This Agreement shall be binding on all parties after dated signatures of the following:

- a. President, Local **1858**, American Federation of Government Employees.
- b. Commander, US Army Missile Command.
- c. Commander, US Army Test, Measurement, and Diagnostic Equipment Support Group.

and approval by the US Army Materiel Development and Readiness Command (DARCOM) in accordance with Section 7114(c), Title 5, US Code.

## Section 2. Duration, Renewal, and Termination

This Agreement shall be binding upon the Employer and the Union for a period of 2 years from the effective date of this Agreement, and renewed from year to year thereafter unless either party shall notify the other in writing not more than one hundred and five (105) nor less than sixty (60) calendar days prior to such date or to any subsequent anniversary date of its desire to modify or terminate this Agreement. If neither party shall notify the other within the time limit specified hereinabove to modify or terminate this Agreement, the Agreement will remain in effect.

## Section 3. Amendment to Agreement

Any Amendments to the Agreement shall be as follows:

a. Where changes in existing laws or regulations originated outside the Department of the Army have the effect of negating or invalidating any portion of this Agreement, a request for revision to adopt provisions which conform with the new or amended law, directive, or regulation shall be made by either party at any time. The nature of the desired revision and reasons therefor shall be given by the sponsoring party with a required response within 30 calendar days to renegotiate the portion of the Agreement affected. Amendments shall be binding after dated signatures of parties listed in Section 1 above and approval by DARCOM.

b. If either the Union or the Employer desires to renegotiate a specific article or articles, the initiating party shall notify the other party in writing. The other party shall notify the initiating party within 15 days from receipt of notification of their decision to agree or not to agree to renegotiation of the proposed article or articles. If there is mutual agreement to renegotiate, such renegotiation shall commence at a mutually agreed upon time and place.

## ARTICLE 5 - DISTRIBUTION OF AGREEMENT AND ORIENTATION OF NEW EMPLOYEES

### Section 1. Distribution

Two hundred (200) copies of this Agreement and all amendments shall be provided by the Employer to the Union. It is further agreed that copies of the Agreement shall be posted on official bulletin boards.

### Section 2. Orientation

The Employer will develop an appropriate orientation program for new employees. This program will provide time for a presentation by the Union to explain employee and Union rights and obligations under the Federal Labor Relations Program.



## ARTICLE 6 - RIGHTS AND OBLIGATIONS

### Section 1. Mutual Rights and Obligations

a. The Employer and the Union mutually agree that this Agreement is the primary basis for labor-management relations within the exclusive bargaining unit. In prescribing regulations relating to changes in conditions of employment, the Employer and the Union shall have due regard for the obligation to meet and confer imposed by Public Law 95-454. The Agreement shall at all times be applied in accordance with governing laws and regulations.

b. To the extent that local regulations of the Employer shall conflict with this Agreement, the provisions of this Agreement shall govern.

c. Nothing in this Agreement shall be construed as restricting either party from meeting with the other to consult.

### Section 2. National Security

Employer and Union jointly recognize in the interest of national security the requirement for uninterrupted, orderly, economical, and efficient accomplishment of the Employer's missions. To this extent the Employer and the Union agree that accomplishment of these missions will be a major consideration in all consultations and negotiations between the Employer and the Union in their day to day association.

### Section 3. Employer Rights

The Employer retains all management rights provided by Public Law 95-454, Chapter 71. Nothing in this Agreement shall be interpreted to affect the authority of the Employer to exercise such rights except as negotiated into this Agreement under 5 USC, Section 7106 (b).

### Section 4. Union Rights

AFGE Local 1858 retains all Union rights provided by Public Law 95-454, Chapter 71. Nothing in this Agreement shall be interpreted to affect the authority of the Union to exercise such rights except as negotiated into this Agreement.

### Section 5. Employee Rights

a. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in PL 95-454, such right includes the right--

(1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and,

(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under PL 95-454

b. Any employee in the bargaining unit has the right, regardless of labor organization membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or established policies.

c. The employee has the right to have a Union representative:

(1) At any formal discussion concerning any grievance or any personnel policy or practices or any other general condition of employment; and

(2) in an examination in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action.

d. The employee has a right to engage in informal discussions with supervisory officials without the presence of Union representatives, if he so desires.

e. Nothing in this Agreement shall require an employee to become or remain a member of a labor organization.

f. If a bargaining unit employee has a complaint, and in the event that a grievance becomes necessary, the Union official and the employee will notify the supervisor of the reasons that they cannot adequately investigate or prepare for the grievance at the employee's work site. If these reasons cannot be rectified by the supervisor, the employee will be granted reasonable time, unless precluded by mission requirements, to visit with the Union official at another area. If such reasonable time is not immediately approved, the supervisor will inform the employee of the time the employee can leave the work area.

## ARTICLE 7 - IMPACT BARGAINING

### Section 1. Union Rights

The Union retains the right as granted by Public Law 95-454 to negotiate with the Employer concerning:

a. Procedures which the Employer will observe in exercising management's rights under 5 US Code 7106, and

b. Appropriate arrangements for employees adversely affected by the exercise of management's rights by the Employer under 5 US Code **7106**.

### Section 2. Conversion of Positions

The Employer will confer with the Union on the impact of converting civilian positions to military positions.

## ARTICLE 8 - CONSULTATION

### Section 1. General

Consultation is not negotiation. Nothing in this Article shall be construed to limit the right of both parties to engage in negotiations and collective bargaining on appropriate matters. It is agreed and understood that matters appropriate for consultation between the parties shall include personnel policies and practices affecting conditions of employment including such matters as scheduling leave, safety, training, labor-management cooperation, reduction-in force, methods of adjusting grievances, and employee services.

### Section 2. Union Entitlements

The Union shall:

a. Be informed of any substantive change in conditions of employment proposed by the Employer at the earliest possible date.

b. Be permitted reasonable time to present its written and oral views and recommendations regarding the changes before the required implementation date.

### Section 3. Employer Obligations

The Employer shall:

a. Consider above views or recommendations of the Union before taking final action on any matter with respect to which the views or recommendations are presented.

b. Provide the Union a written statement of its decision on the matter at the earliest possible date when requested by the Union.

## ARTICLE 9 - UNION REPRESENTATION

### Section 1. Union Officials

a. All elected officers, shop stewards, and paid employees of the American Federation of Government Employees, Local **1858** will hereinafter be referred to in this Article as Union Officials. The Employer agrees to recognize all Union Officials.

b. The Union agrees to furnish to the Employer a list of the names of all Union Officials within 20 working days after the effective date of this Agreement. Changes to the list will be furnished within 10 working days after any new or changed personnel assignments. Union Officials (except paid employees) shall be professional employees of the bargaining unit, and shall be recognized as the Union representative for employees assigned to the organization in which he is designated as a Union Official. The number of shop stewards shall be the number reasonably required to perform their Union assigned duties. The list will identify the specific organizational element or physical area for

which each Union Official or shop steward is assigned to represent. The Union agrees to assign its shop stewards as evenly as possible based upon employee density across the Employer's organizations.

## Section 2. Performance of Union Duties

a. The Employer and the Union jointly agree that the interest of both parties will be best served by developing a climate of mutual respect and good working relations among all levels of their respective representatives. To this end supervisors and Union Officials will:

(1) Meet informally to exchange information and resolve potential problems.

(2) Make every effort possible to resolve problems at the lowest organizational level.

b. The Union agrees that its Union Officials will not use official duty time to conduct internal affairs of the Union such as: collection of dues or other assessments, the solicitation of membership, circulation of authorization cards or petitions, distribution of literature related to Union activities, or campaigning for elective office in the Union.

c. The Employer agrees that there shall be no restraint, interference, coercion, reprisal, or discrimination against any Union Official because of the performance of his Union duties.

## Section 3. Representation Duties and Official Time Use

a. Union Officials, when members of the bargaining unit, will be allowed a reasonable amount of duty time during their regular work hours to serve in their official Union capacity for the purpose of representing employees in the bargaining unit. Above duty time will be for the purpose of:

(1) Consulting with supervisors on their policies and/or on matters affecting employee working conditions.

(2) Assisting an employee in preparing data for a grievance.

(3) Representing an employee in presenting a grievance to the Employer.

b. The Union agrees to conduct business with dispatch during working hours and to guard against use of Union positions for unwarranted absences from assigned work areas. The Union agrees, whenever practicable, to utilize the telephone for local calls in performance of Union representational duties rather than personal contact.

c. A Union Official desiring to use official time for the performance of his properly assigned representational duties will request permission of his supervisor for the use of this official time. Permission will be granted unless

compelling job related reasons require the presence of the Union representative. If permission is denied, the supervisor refusing permission will, if requested, state in writing the reason for refusal.

d. The Union agrees that prior to entering a work area other than the organizational area in which assigned, Union Officials will arrange with the appropriate supervisor to see the employee who has requested Union representation.

e. Union Officials who are not employees of the bargaining unit may by prior arrangement between the President of Local **1858** and the Employer, meet with management officials on Union-Employer matters when the requirement arises.

f. Accurate daily records will be maintained by the supervisors of Union Officials accounting for total time spent on appropriate labor-management business. Union Officials will provide their supervisors with information which would allow the supervisor to accurately maintain daily records accounting for Union representation time.

## ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

### Section 1. General

a. The purpose of this Article is to provide for a mutually satisfactory method applicable only to the bargaining unit for resolving grievances covered in Section 2 below. This is the exclusive procedure available to the Employer and the Union and the employees in the bargaining unit for resolving such grievances. This procedure provides a means of resolving grievances at the lowest level of both the Employer and the Union.

b. Nothing in this Article is intended to deny any employee or group of employees in the bargaining unit the right to present grievances covered in Section 2 below to the appropriate level of management and have them adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and the Union has been given an opportunity to be present.

c. An employee or group of employees filing a grievance under the provisions of this Article is assured of freedom from restraint, interference, coercion, discrimination, or reprisal. The filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

d. An employee or group of employees filing a grievance under this procedure shall be represented by a Union Official or by a representative approved in writing by the Union President. However, the employee or group of employees may elect to represent himself as long as the provisions of Section 1b above are complied with.

e. This Article is designed to provide an ethical, orderly, and suitable means for resolving Employer/employee and Union grievances. Accordingly, the Union agrees that, when representing members of the bargaining unit, it will not take a grievance off the installation before the Employer has been given an opportunity to resolve the problem in a timely manner.

f. The Employer and the Union agree that in the case of a grievance involving a group of employees who have identical grievances, one employee's grievance shall be selected by the Union for processing and that all decisions for that one grievance will be binding on the other grievances. (When this procedure is utilized, the Union will provide the Employer in writing the names of all grievants involved.)

g. If an employee who has filed a grievance resigns or dies before a decision is reached on a grievance being processed and no question of pay is involved, action will be stopped and all parties will be notified. A copy of this notification shall be made a part of the case record.

h. Reasonable time will be allowed during employee working hours for employees to discuss, prepare for and present grievances, including attendance at meetings with management officials. If an employee so desires, he will be allowed to meet with the Union during the employee's duty hours for the purpose of obtaining assistance in connection with his grievance. If the supervisor decides that compelling and imperative work related circumstances preclude the employee from being released from his duties, he will explain the reasons and advise the employee when he will be able to leave. Employees have the right during grievance discussions with supervisory officials to have a Union representative present when so requested by the employee.

## Section 2. Coverage

a. The procedures set forth in this Article cover only grievances over the interpretation, application, and/or violation of this Agreement; disciplinary and adverse actions; and the interpretation and application by the Employer of published policies and regulations issued or implemented at any level up to and including the Office of Personnel Management which concern conditions of employment, as may be appropriate under applicable law.

b. Except as otherwise provided for in this Agreement, matters expressly excluded by law or regulation or for which a statutory appeal right exists are excluded from coverage under this procedure.

c. Employees filing grievances concerning disciplinary actions (written reprimands or suspensions of 14 days or less), adverse actions, notice of decision concerning management directed reassignments, and reconsideration of a denied within grade increase will begin with the third step of this grievance procedure. Grievances concerning these matters may be filed anytime after receipt of the decision letter related thereto, but no later than 20 calendar days after the effective date of the action.

d. Unless excluded from the coverage of this Article, employees, at their discretion, may file grievances related to adverse actions either under this negotiated grievance procedure; or may appeal them under appropriate appellate procedures; but not both. An employee shall be determined to have exercised the option of filing under this grievance procedure or appealing the matter at such time as he files a timely grievance in writing at the third step of this procedure, or at such time as he files a timely notice of appeal under appropriate appellate procedures, whichever occurs first.

e. Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision pursuant to Section 7702 of Title 5 US Code in the case of any personnel action that could have been appealed to the Board, or, where applicable to request the Equal Employment Opportunity Commission to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Equal Employment Opportunity Commission.

f. Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to this grievance procedure or is subject to arbitration may be referred to an arbitrator in accordance with Section 5 of this Article. If such a question arises, the grievance proceedings will be halted without prejudice to either party until receipt of the arbitrator's decision.

### Section 3. Employee Grievance Procedure

#### a. First Step:

(1) The employee and his shop steward (if requested) must first orally present the grievance to the immediate supervisor for resolution within 10 workdays after the act or knowledge of the act, or specific incident giving rise to the grievance. Grievances resulting from continuing conditions may be presented at any time. The employee will advise the supervisor that he is instituting the negotiated grievance procedure and will identify the nature of the problem and the personal relief sought. If the employee is not accompanied by a Union representative, the supervisor will assure that the Union is given an opportunity to be present. In the event that his grievance involves his immediate supervisor, the first contact may be with the next level supervisor. Failure to adhere to the time limit expressed in this subparagraph shall result in dismissal of the grievance if the aggrieved party causes the delay.

(2) The supervisor will discuss the matter promptly and review the situation impartially. If there is no question as to grievability under this Agreement and the matter is within the scope of the supervisor's authority an effort will be made to work out a mutually satisfactory adjustment. If the matter cannot be resolved or if it is outside the scope of the supervisor's authority, the discussion will serve as a basis for clarifying the issues involved prior to referral to Step 2.

(3) The first step supervisor shall make any necessary review and shall state his decision orally within 5 workdays after conclusion of the first step discussion.

(4) If the employee is dissatisfied with the decision of 'the first step supervisor, he will, within 5 workdays after the decision, provide a brief written notice to the supervisor with whom the meeting was held to advise him of his desire to pursue the grievance further. The written notice will be in the following format:

#### EMPLOYEE GRIEVANCE REPORT

Employee's Name \_\_\_\_\_ Grade \_\_\_\_\_

Title \_\_\_\_\_

Telephone \_\_\_\_\_ Organization \_\_\_\_\_

Supervisor \_\_\_\_\_

Name of Representative (if any) and telephone no. \_\_\_\_\_

Nature of grievance including Article(s) of this Agreement, policies, and regulation(s), as may be appropriate under applicable law, (to include specific paragraph, subparagraphs, etc.) and personal relief sought.

Date \_\_\_\_\_ Employee's Signature \_\_\_\_\_

#### b. Second Step:

(1) Upon receipt of written notice, the supervisor will make prompt arrangements for a discussion of the matter between the employee, his representative (if requested) and the management official having authority to resolve the matter. The employee and representative will be provided written notice of when and where the meeting will be held. If the employee has not designated a union representative, the supervisor will forward a copy of the notice to the Union President. This meeting will be held within 10 workdays after the date of receipt by the supervisor of the Employee Grievance Report.

(2) The meeting will include as a minimum, the management official(s) with authority to resolve the matter, the Union's representative and the grievant. Documents relating to the grievance shall be made available to both parties. Both parties will be permitted to question the grievant and any other persons concerned with the case, At the close of the meeting, the parties will endeavor to reach a settlement of the grievance. A memorandum for the record shall be prepared by the Employer summarizing the grievance, the consideration



accorded it, the conclusions reached, and the course of action decided upon during this discussion with a copy furnished to the Union and the grievant within 10 workdays. In the event that an acceptable adjustment is not reached during this discussion, the employee shall be advised of his right to submit the grievance in writing. The written grievance shall be submitted within 10 workdays after receipt of the required memo for record.

c. Third Step:

(1) The written grievance will be addressed through supervisory channels to the appropriate Commander, ATTN: Civilian Personnel Office, DRSMI-JMG, and will contain the following information:

(a) Employee's name and organization and the name of the Union representative (if any).

(b) Specific nature of grievance including Article(s) of this Agreement, policies and regulation(s), as may be appropriate under applicable law (to include specific paragraph, subparagraph, etc.).

(c) Personal relief sought.

(d) Statement that attempt has been made to resolve the grievance in accordance with steps 1 and 2.

(e) A copy of the employee grievance report and memo for record resulting from the Step 2 discussion.

(f) A statement as to whether a grievance investigation is requested.

(2) If an investigation is requested, the Employer shall then furnish the grievant with a list of three names, as nominees for investigators. The grievant, or Union representative will select one of the nominees within 3 working days from receipt of the list. After the investigator has gathered all the facts applicable to the case, he will meet with the grievant and the Union representative, if any, to examine and discuss the information gathered. The grievant and the investigator will sign a statement that the information has been examined by the grievant and Union representative involved.

(3) The grievant and the Union representative will then have 10 working days to submit additional information. The grievant and the Union representative will have complete access to the investigation file during the 10 working days.

(4) Thereafter, the investigation report will be submitted to the Commander for decision, through the Civilian Personnel Office.

(5) If the grievant does not choose to have an investigation, the memorandum for the record of the Step 2 meeting, along with other documents involved in the case, if any, will be forwarded to the Commander, through the Civilian Personnel Office, for decision. The appropriate Commander or his designee may (a) grant the grievance (b) deny the grievance, or (c) require that the matter be investigated.

(6) If the decision of the Commander is not acceptable, the Union may refer the grievance to arbitration as provided in Section 5 of this Article.

#### Section 4. Union-Employer Grievance Procedure

Should a grievance arise between the Employer and the Union, which falls within the scope of this Agreement and which is not an individual employee's grievance, the matter shall be resolved in the following manner. The complaining party will notify the other party of the grievance in writing within **15** workdays after the act or specific incident giving rise to the grievance. Within 10 workdays of such notification, the complaining party will schedule a meeting between the parties to attempt to resolve the matter. When the complaining party determines that further discussion(s) cannot resolve the grievance, that party will so advise the other party in writing within 10 workdays after the most recent discussion. Within 20 workdays of this advice, the complaining party may request arbitration in accordance with Section 5 of this Article.

#### Section 5. Arbitration

a. This procedure provides for the arbitration of unresolved grievances arising over the interpretation, application or violation of this Agreement which have been processed under the provisions of this Article. Arbitration may be invoked by the Employer and/or the Union but not by the employee.

b. Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to grievability, arbitrability or statutory appeal procedures under this Agreement may be referred by either party to an arbitrator for decision. Grievance or arbitration proceedings will be halted without prejudice to either party until a decision is received by the parties from the designated arbitrator.

c. A request for arbitration by the Employer or the Union must:

(1) Be in writing and addressed to the appropriate Commander, or the President, Local **1858**, AFGE, as appropriate;

(2) Specify the issue, reasons for the request, and the Article(s) of this Agreement, policies, regulation(s), etc., to include paragraphs, subparagraphs, etc., which are at issue:

(3) Specify the personal relief sought;

(4) Transmit copies of all previous correspondence and records in the case; and

(5) Be submitted within 20 workdays after any of the following actions:

(6) Receipt of notice rejecting an issue for grievance or arbitration by either party.

(b) Receipt by the employee of the Employer's decision issued in accordance with Section **3c(4)** of this Article.

(c) Advice by the complaining party that further discussion will not *resolve* the issue *in* accordance with Section 4 of this Article.

d. If following a third step decision, in accordance with paragraph **3c(4)** of this Article, a question on grievability/arbitrability is raised and an arbitrator subsequently rules the matter is grievable/arbitrable, then with the agreement of both parties, the matter will be considered by the same arbitrator for a decision as to the merits of the grievance.

e. After **15** workdays but no later than 20 workdays from the date of receipt of the written arbitration request referred to in Section 5c above, the party requesting arbitration may request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. The party requesting arbitration shall schedule a meeting within 10 workdays after receipt of this list for the parties to select an arbitrator. If the parties cannot mutually agree to one of the listed arbitrators, then the Employer and the Union will alternately strike one arbitrator's name from the list of five until only one name remains. The remaining name shall be the duly selected arbitrator.

f. The arbitration hearing shall be held during regular duty hours of Monday through Friday. In accordance with applicable regulations, the aggrieved employee, his representative, and necessary employee witnesses (if Department of the Army employees) shall be in a pay status, if otherwise in a duty status, without charge to annual leave while participating in the arbitration hearings.

g. The fee and expenses of the arbitrator for the first three **(3)** arbitration cases will be paid in full by the Employer. The fee and expenses for additional cases will be borne equally by the Employer and the Union. Travel and per diem costs to the Employer shall be limited as specified in applicable regulations. Costs of witnesses will be *borne* by the party requesting appearance of said witness. Upon mutual agreement by the parties or if requested by the arbitrator, a transcript shall be made, and the cost will be shared equally by the parties. If either party should require the making of a transcript when there is no mutual agreement or no request by the arbitrator, the requiring party shall bear the cost of such transcript. Should the other party solicit and/or obtain a copy of the transcript through any means, they must pay one-half of the total initial cost of having the transcript made to the party originally requiring the transcript. Other costs shall be shared equally by the Employer and the Union.

h. The arbitrator shall be requested by the parties to render his decision as quickly as possible, but in any event, no later than **30** workdays after the conclusion of the hearing unless the parties agree otherwise. The arbitrator shall have the authority to interpret and apply the provisions of this Agreement. The arbitrator does not have the authority to change, alter, amend or modify this Agreement. The arbitrator's decision is subject to the provisions of this negotiated Agreement and Chapter 71, Title 5 US Code. The

arbitrator's decision will be in writing, include a statement of the basis for the decision, and shall be forwarded concurrently to the Employer and the Union.

1. The Employer or the Union may file an exception to the arbitrator's award with the Federal Labor Relations Authority under applicable regulations. In the event an exception to the arbitrator's award is filed by the Union or the Employer to the Federal Labor Relations Authority, then the award shall be stayed pending the Authority's final action.

j. Public news releases concerning any information involved in any arbitration case will not be made by either party until the case is finally adjudicated.

k. When the arbitrator has been selected in accordance with this Article, the party withdrawing from arbitration prior to the arbitration hearing shall pay the full cost of any cancellation fee charged by the arbitrator in accordance with the Purchase Order.

## ARTICLE 11 - PROMOTIONS AND DETAILS

### Section 1. General

a. Labor organizations have a legitimate interest, right, and obligation to participate in the development and revision of the Merit Placement and Promotion Program. The Employer will consult or negotiate, as appropriate, with the President of the Union and his designated representative(s) on all promotion and placement policies to be implemented in the future which have the effect of negating or modifying the provisions of this Article.

b. Promotions shall be made on the basis of qualifications, fitness, and merit. The selecting supervisor or official shall select from a properly constituted list of best qualified candidates in accordance with the spirit and intent of governing regulations outlined by the Office of Personnel Management and Department of the Army. Vacancies which come within the scope of career field programs and mandatory placement actions will be made in accordance with applicable regulations in lieu of these procedures.

c. All competitive promotions to positions in the bargaining unit shall be effected under the provisions set forth in this Article, including positions of research/researcher. Any exceptions to competitive procedures are those authorized by law or regulation.

d. All position vacancies within the bargaining unit to be filled under competitive procedures of the local Merit Promotion Program will be announced on a promotion opportunity announcement. (Positions to be filled at mandatory referral levels will be processed in accordance with applicable regulations). The Employer agrees to keep job opportunity announcements and amendments thereto open for at least 7 work days prior to the closing date for receipt of an application. Late applications may be accepted if the employee provides acceptable evidence that the announcements were not properly posted. Supervisors will make

every effort to advise employees of appropriate vacancy announcements issued during the period an employee is absent from the work site due to TDY, illness, leave, etc. The announcements will be posted on official bulletin boards where employees will have access during regular working hours. When outside candidates are concurrently considered for vacancies within the bargaining unit, they will be evaluated by the same criteria used in evaluating in-house candidates. The criteria will be job related.

e. Each professional vacancy promotion opportunity announcement will include the following as a minimum:

(1) The "minimum standards for eligibility" which may not fall below the minimum qualifications standards established or approved by the US Office of Personnel Management.

(2) The qualifications standards or requirements for rating as "highly qualified."

(3) Any unusual factors or conditions of employment, including tours of duty, working conditions, or tasks not common to the occupation, series, and/or grade, etc.

(4) Sufficient information for the employee to understand the area of consideration.

(5) Duties of the job to be filled.

(6) Evaluation methods to be used.

(7) What employee must do in order to apply.

(8) Statement on Equal Employment Opportunity.

(9) If the position being filled is one with known promotion potential, and subsequent career promotions from it are permissible, this fact will be stated in the announcement.

(10) The location of position(s) to be filled.

(11) Any other pertinent information.

f. Career and career-conditional employees in the area of consideration shall have the right to submit an application for promotional opportunities consistent with current regulations. Should the Employer decide to fill a non-growth potential position by placement of an applicant requesting a voluntary lateral reassignment or by placement of an applicant requesting a voluntary change to lower grade, then, such applicants will be considered prior to filling the position through merit promotion. Employees who make application under Position Vacancy Announcements (Merit Promotion Program) and who are not registered in the local Talent Bank must submit a completed Talent Bank Registration Form with their merit promotion application in order to receive consideration.

g. The Union will be provided with a copy of each Position Vacancy Announcement covering positions in the bargaining unit. In addition, when such announcement(s) is cancelled or withdrawn, the Union will be notified in

writing, and at the written request of the President, the reasons for cancellation or withdrawal. A copy of each Position Vacancy Announcement for vacancies in the bargaining unit will be forwarded directly to the Union from the distribution facility.

h. Priority placement candidates will be given due consideration for vacancies in accordance with Civilian Personnel Bulletin No. 162. If a selection is made, when more than one priority candidate is identified, and there is no significant qualitative difference among them, length of service in the career field may be used as an additional factor in the selection process. If requested in writing, an employee who has been referred for priority consideration will be given the reason for nonselection in writing.

i. When an employee meets the requirements for mandatory restoration based on a decision by the Agency or Office of Personnel Management, the employee restoration rights will be in accordance with FPM 351 or other appropriate regulations.

## Section 2. Evaluation of Eligible Candidates to Identify Highly Qualified for Merit Placement and Promotion

a. Determination of highly qualified candidates will be made by evaluating candidates against the job related criteria in accordance with the pre-established crediting plan.

b. The evaluation process will be accomplished by a panel of subject matter specialists (a minimum of two), management officials, or other designated individuals. The Union may nominate qualified bargaining unit civilian employees to serve as members of the panel. A Personnel Specialist will serve as technical advisor to the panel.

c. Any member of the rating group shall abstain from rating any employee over whom he has immediate supervisory responsibility.

d. Raters will be Army personnel, civilian and/or military. Raters will occupy positions which are at a grade level no lower than that of the position being filled and will be familiar with the kind and level of responsibilities involved. The Employer agrees not to assign raters from the immediate organizational entity where the initial vacancy exists if there are qualified raters available in other organizations. When practicable, at least one member of the rating group will be at a grade level equal to the grade of the vacancy.

e. The approval of the rating group will be made by the Civilian Personnel Office and will be limited to personnel known to be (1) competent in their line of work, (2) capable of rendering informative decisions pertinent to the relationship of employee qualifications to the duties and responsibilities of the position or occupational area, and capable of making impartial decisions pertinent to all applicants.

f. Raters will consider all job related factors for promotion evaluation.

g. The Union may select qualified bargaining unit members to serve as observers of the procedures utilized in the rating and ranking of candidates for bargaining unit positions accomplished by rating groups. Names must be received in the Civilian Personnel Office by the closing date for receipt of applications under the Position Vacancy Announcement. Observers will occupy positions which are at a grade level no lower than that of the position being filled and will be familiar with the level of responsibilities involved. The qualifications of the Union observer for each rating group will be reviewed by the Civilian Personnel Office. Civilian Personnel Office approval will be limited to personnel known to be capable of making impartial observations pertinent to the application of prescribed procedures. Following completion of the rating and ranking of candidates, the Union observer will submit a written summary of his observations, conclusions, and recommendations to the Union President and Chief of the Civilian Personnel Office within 5 working days. If the observer's summary indicates an irregularity, the Union or Employer shall contact the other party within 10 working days. A mutual effort will be made to resolve the questionable issue(s).

h. A member of the Civilian Personnel Office will orient the raters and observers in evaluation methods.

### Section 3. Appraisal Forms

a. When it has been determined that a vacancy in the unit will be filled under merit promotion procedures, the supervisor having the vacancy will complete a proper appraisal form which will be used as one measuring instrument in determining highly qualified candidates.

b. Supervisory appraisals from the employee's current supervisor must have been obtained within 12 months of the date from promotion consideration. These appraisals will be based on performance factors and job related evaluation criteria which have been identified as the most critical in the job to be filled. The supervisor will complete an objective appraisal of the employee's past performance and assessment of potential, when appropriate. The appraisals will be reviewed by the employee and discussed and signed by the supervisor and employee.

c. In those instances where an employee's current supervisor is unable to accomplish an appraisal of any element of his past performance, it will not be necessary to pursue a rating from a former supervisor. The employee's rating will be based on training and experience only.

d. Any employee is entitled to see any records or any supervisor appraisal of his past performance which was used or which may be used in considering him for promotion.

### Section 4. Procedures

a. Any highly qualified candidate referred and not selected will, upon his written request or upon written request of the Union as his representative, be furnished the name of the candidate selected, within 10 working days of receipt of the request in the Civilian Personnel Office.

b. The Civilian Personnel Office representative(s) shall advise employee candidates whether they met basic eligibility requirements and of action taken on their application. Candidates may request, in writing, a review of an ineligible rating, within 10 working days after notification, setting forth specific experience, education, training, self development, etc., which the employee believes qualifies the employee for the position. Upon request, the employee's supervisor shall discuss with the employee the areas, if any, where he should improve himself to increase his chances for future promotion.

c. A copy of any merit promotion selection roster will be furnished the President of the Union, at his written request, when an employee in the unit has asked the Union to represent him in a grievance.

d. All highly qualified candidates will be considered best qualified and referred for consideration.

e. Vacancies subject to the Merit Promotion Program shall be filled by selecting a candidate(s) whose name appears on the Selection and Referral List, unless the vacancy is filled in accordance with the FPM where exceptions to competitive procedures are authorized, is withdrawn, or is cancelled.

f. An employee who was demoted from a position within the bargaining unit without personal cause shall be considered for a vacancy for which he is qualified at the same or an intervening grade level from which he was demoted. If the employee eligible for repromotion is not selected after this consideration, and is subsequently certified to the selecting official in the Highly Qualified Group under competitive promotion procedures for the same position, the selecting official shall either select the employee for the vacancy or furnish written reasons for the nonselection which will become a matter of record.

## Section 5. Details

a. The Employer agrees that when it becomes necessary to fill a higher level position within the bargaining unit because of the temporary nonavailability of the incumbent, or to fill a management need, and there are no qualified employees available at the same grade, selection for detail or temporary promotion shall be made from the best qualified available employees. When the above situation will occur for 30 calendar days or less, the employee will be detailed to the higher level position. When it is expected that the assignment will be for more than 30 calendar days, the employee will be temporarily promoted to the higher level position. The promotion will become effective not later than the commencement of the first pay period after the 30th day of the detail. The Employer agrees that short details will not be utilized in order to avoid making temporary promotions. Temporary promotions in excess of 120 days will be filled under merit procedures. The Employer shall be responsible for recording details of more than 30 days. Such assignments shall be documented for purposes of inclusion in an employee's Official Personnel Folder.

b. No employee shall be detailed to duties other than his own for a period of over 30 days without documentation in the personnel folder. Details in excess of 30 days will be requested on a Standard Form 52 submitted in duplicate to the Civilian Personnel Office. One copy of the approved form shall be forwarded to the employee through his supervisor.



Section **6.** Equal Employment Opportunity There will be no discrimination in promotions or selection for promotion because of age, race, sex, color, religion, national origin, political affiliation, physical handicap, marital status, membership in or activity on behalf of the Union, or approved organizations.

Section **7.** MACARS Steering Committee The Union shall be authorized one member to serve on the MICOM Automated Career Appraisal and Referral System (MACARS) Steering Committee and participate in that committee's activities fully.

## ARTICLE 12 - TEMPORARY AND PROBATIONARY EMPLOYEES

### Section 1. Temporary Employees

a. This Section applies to temporary employees whose appointments are for more than 90 days.

b. Barring exceptional circumstances beyond management's control, temporary employees in the bargaining unit will be given not less than seven (7) days notice of the termination of their appointment.

c. Temporary employees will be provided a copy of their official position description and be briefed on the conditions of employment upon entrance on duty.

d. Temporary employees shall not be used to circumvent the merit promotion procedure.

### Section 2. Probationary Employees

a. The Employer agrees to provide probationary employees a reasonable and fair opportunity to perform their duties in a satisfactory manner.

b. The Employer agrees to evaluate the performance of probationary employees during the probationary period and to counsel with the employee concerning performance deficiencies. The Employer shall give the employees the results of any interim review.

c. Probationary employees will be given at least seven (7) days notice of their separation.

d. Probationary employees have the right to Union representation.

## ARTICLE 13 - CONSULTANTS AND EXPERTS

The Employer acknowledges its responsibility to adhere to regulations and appropriate laws regarding the use of experts and consultants. Consultants or experts shall not be employed to avoid the competitive merit promotion procedures.

## ARTICLE 14 - CAREER APPRAISAL

### Section 1. Evaluation

When career appraisals for rating and ranking purposes for career field promotions are used, the evaluation shall be done in such a way as to assure fair, equitable, and unbiased ratings to all employees.

### Section 2. Supervisory Rating

In those instances where an employee receives a supervisory rating that is lower than the employee's self rating and/or receives a supervisory rating with critical comments, it will be the responsibility of the supervisor to explain in writing if requested by the employee.

## ARTICLE 15 - REDUCTION IN FORCE AND TRANSFER OF FUNCTION

### Section 1. Notification

a. It is agreed that the Employer will notify the Union at least 120 days in advance of an anticipated reduction-in-force or transfer of function, if it is possible to do so. The Employer will also provide the following information:

- (1) An explanation of the requirement for the RIF or transfer of function.
- (2) The approximate number of employees who may be affected initially.
- (3) The competitive levels that may be involved initially.
- (4) The anticipated effective date the action will be taken.

b. The Union will notify the Employer within 15 days whether they wish to negotiate the impact of a reduction-in-force or transfer of function.

c. Upon timely request from the Union, the parties shall meet and negotiate within 30 calendar days of the request. Such negotiations will not impede or negate the management right to implement the RIF or transfer of function.

### Section 2. General

a. Competitive areas will not serve to prohibit placement of bargaining unit employees adversely affected by reduction in force in accordance with Article 11, Section 1h of this Agreement.

b. Retention registers for the bargaining unit will be provided within three months after the effective date of this Agreement and changes will be provided on a quarterly basis.

### Section 3. Re-employment Priority List

The name of any career or career-conditional employee who is separated by reduction-in-force action shall be placed on the Re-employment Priority List in accordance with appropriate regulations unless the employee desires otherwise. Employees who

notify the Employer at the time of separation that temporary employment will be accepted will be considered for positions for which qualified on a temporary basis prior to considering lower category candidates. Acceptance of a temporary position by the employee on the Re-employment Priority List will not affect eligibility for re-employment in a permanent position.

## ARTICLE 16 - REPROMOTION ENTITLEMENT

### Section 1. General

a. Any bargaining unit employee who has been downgraded within DOD without cause and not at the employee's request shall be provided priority consideration for repromotion to the highest grade for which entitled or to any intervening grade within DOD activities serviced by the MICOM Civilian Personnel Office.

b. Promotion to an intervening grade lower than the highest grade to which entitled shall not deny such employee the right to still be repromoted to the highest grade from which downgraded without cause and not at the employee's request.

### Section 2. Consideration

a. For the purpose of this Article, "priority consideration" means that when an employee(s), entitled to repromotion, is referred as being minimally qualified under the Handbook x-118 for the series and grade, the Employer shall consider the referred individual(s). If no eligible employee is selected, reasons for nonselection must be provided in writing.

b. Employees shall be entitled to repromotion consideration as follows:

(1) For a period of six years from 27 October 1982; or for six years from the date they were downgraded; or until the expiration of their grade, salary, or pay retention benefits, whichever is longer.

(2) Employees who voluntarily leave employment with the Department of the Defense after they are downgraded will lose their repromotion eligibility.

(3) Declination of a valid offer within the commuting area will terminate the employee's entitlements to repromotion consideration at that grade level and below.

## ARTICLE 17 - INVOLUNTARY REASSIGNMENTS/NON-RIF RELATED

### Section 1. Selection

Involuntary reassignments may be necessary when needs of the Employer require non-RIF related reassignments. In cases where specific expertise is required, management will select from qualified employees. In those cases where specific expertise is not required or the reassignment of a specific employee is not necessary to promote the efficiency of the service, the Employer will give

utmost consideration to seniority in making a selection for reassignment from among employees in the same position description number. The Employer agrees not to use involuntary reassignments as punitive actions.

## Section 2. Notice

Employees selected for involuntary reassignments will be given a written notice of not less than **30** calendar days. This notice will be in writing and state the reasons for reassignment. The selected employee will be given an opportunity to reply orally or in writing within 15 calendar days after receipt of the reassignment notice.

## ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

### Section 1. Employment Practices

a. Employment practices of the Employer will demonstrate full adherence to the letter and spirit of appropriate laws, regulations, and policies guaranteeing equal employment opportunity to all persons without regard to race, color, religion, sex, national origin, age, physical or mental handicap, marital status, and lawful political or other affiliation.

b. The parties shall cooperate to the fullest extent to assure equal opportunity in training, promotion, federal recruiting programs, and other conditions of employment for all employees.

c. Activities, facilities, services, and training programs, operated, sponsored, or participated in by the Employer will be made available to employees without discrimination.

### Section 2. Reports and Information

The Equal Employment Opportunity Office shall provide a copy of the annual Affirmative Action Accomplishment Report to the Union and also a copy of published statistical information to the Union when such information is specifically requested and identified by subject matter.

## ARTICLE 19 - SEXUAL HARASSMENT

### Section 1. Policy

The Employer's policy is to provide a workplace free of sexual harassment. This prohibition applies to anyone of the same or opposite sex. Prohibited actions include:

- (1) Requesting sexual favors.
- (2) Making continued requests for social engagements once an individual has stated that he is not interested in such contacts.
- (3)** Constantly commenting on an individual's physical attributes.

## Section 2. Disciplinary Action

Disciplinary actions may be taken in substantiated cases of sexual harassment supported by documented proof and/or witnesses. The complaint will be subjected to a complete review process before any disciplinary action is initiated.

## ARTICLE 20 - GENERAL PERFORMANCE APPRAISAL SYSTEM (GPAS)

### Section 1. General

The Employer's performance appraisal system will be applied to bargaining unit members in a fair, objective, equitable, accurate, and job related manner. The Employer and the Union agree that the appraisal system will be in conformance with Title VII of the Civil Rights Act of 1964, as amended. Where performance measurement is to be accomplished, this procedure will be the sole negotiated procedure for bargaining unit members. Where supplementary agreements or regulations below Department of Army level conflict with these procedures, this Article will govern.

### Section 2. Definitions

For the purpose of this Article, the following definitions will apply:

a. Major Job Element - A major duty or responsibility consistent with the employee's position description that can be objectively evaluated or measured.

b. Critical Element - A component of an employee's job that is of sufficient importance that performance below the minimum standard established by management would render acceptable performance of the job as a whole impossible and require remedial action as outlined in Section 6.

c. Performance Standard - A statement of objective requirements measuring acceptable level of achievement for major and critical elements. All performance standards will be in accordance with Section I.

### Section 3. Procedure for Establishing Elements and Performance Standards

a. Performance standards must reflect the duties assigned employees. These duties must be consistent with those covered in employees official position descriptions.

b. Performance standards will be established in accordance with 5 USC 4301.

c. Positions which are assigned essentially the same duties and responsibilities under a common job description will have essentially the same major job elements.

d. Formal studies bearing on performance standards conducted by the Employer will be accomplished on workers performing under conditions which are related to the standards under study. The Union will be informed of revisions of performance measurements resulting from the studies. Classified material resulting from such formal studies will be cleared through appropriate authority prior to presentation to the Union. Information derived from the formal studies will be provided the Union upon written or oral request within (15) workdays after date of request.

#### Section 4. Performance Appraisal Rating

a. Employee performance appraisal will be based on written standards. Employees will be appraised only on major job elements listed as critical or non-critical.

b. The written performance appraisal will describe the results achieved by the employee related to the major elements being appraised.

c. Employee will be advised for each major element if the performance standard was!

(1) Exceeded

(2) Met

(3) Not Met

d. The overall official rating shall be one of the five ratings defined below. The overall rating shall be arrived at by considering:

(1) Exceptional -(Outstanding) Performance that exceeds performance standards (other than absolute standards) for all major job elements.

(2) Highly Successful - Performance that exceeds performance standards (other than absolute standards) for all critical elements and meets the standards for all other major elements.

(3) Fully Successful -(Satisfactory) Performance that at least meets the performance standards for all major elements.

(4) Marginal - Performance that meets performance standards for all critical elements and fails to meet the standards for one or more other major elements.

(5) Unsatisfactory -(Unacceptable) Performance that fails to meet performance standards of one or more critical elements.

e. Employees will be rated annually. The rating will be completed within 20 working days of the anniversary date.

#### Section 5. Relation of Performance Appraisal System to Personnel Actions

a. Performance awards (Quality Increases, Sustained Superior Performance award) are initiated by the supervisor and awarded at management discretion.

b. Promotion:

(1) A performance evaluation of fully successful (satisfactory) or better will be one of the major factors in considering employees for promotion.

(2) The Employer will provide employees with training and development opportunities which will enable the employees to do their work effectively,

and attain career objectives, consistent with the mission requirements and established objectives of the Employer.

c. Other Personnel Actions:

Results of performance appraisal will be used as a basis for training, rewarding, reassigning, promoting, reducing in grade, retraining, and removing employees.

Section 6. Procedures for Applying the Performance Appraisal System

a. At the beginning of the appraisal period, a copy of the Job Performance Work Sheet shall be given to each employee. The form shall show the major job elements and critical and non-critical elements and the corresponding performance standards. An explanation will also be given of the three summary ratings and how they will be applied.

b. When officially due, a within-grade increase will be granted upon receipt of a rating of fully successful (satisfactory). A rating of marginal may be cause for denial of a within-grade increase. A rating of unsatisfactory will be cause for denial of a within-grade increase. When denial of a within-grade increase is being considered, an employee will be given written notice **60** days prior to the effective date of a within-grade increase.

c. During the rating period, all unit employees will be interviewed regarding their performance:

(1) Performance appraisal conferences shall take place a minimum of three times during the evaluation period at approximately four-month intervals.

(2) All performance appraisal conferences will be reduced to writing with a copy to the employee.

(3) During appraisal conferences, the supervisor will explain, in writing, how the employee may improve performance except when a fully successful (satisfactory) rating is to be given. Where improvement is required, counseling and assistance shall include training, setting short term specific actions to be accomplished within a set time limit before considering whether to initiate actions adverse to the employee.

(4) The employee may make written comments in response to any performance appraisal conference.

d. If remedial action for unacceptable performance as defined in 5 USC **4303** is required, action shall be taken to reassign, reduce in grade, or remove employees who continue to have unacceptable performance. This action will be taken only after the employee is given an opportunity to demonstrate acceptable performance.

## Section 7. Discussion With Rater

Upon completion and receipt of the regular annual performance evaluation, the employee may request an audience with the rater and at the time be accompanied by a Union representative to discuss with the supervisor, the assigned rating. Should the employee still disagree with the assigned rating and wish to pursue a grievance, this meeting may serve as the first step of the grievance procedure.

## Section 8. Grievance

Employees who are dissatisfied with any aspects related to the application of this performance appraisal system (except identification/establishment of major and critical elements and performance standards), may file a grievance under the negotiated grievance procedure.

# ARTICLE 21 - DISCIPLINARY ACTIONS

## Section 1. General

The Employer and the Union agree that primary emphasis will be placed on preventing situations requiring disciplinary action through effective employee-management relations.

## Section 2. Administration

a. Employees will not be disciplined except for just cause. Prior to deciding whether or not a disciplinary action is warranted, the immediate supervisor shall undertake preliminary investigation, and discussions with the employee concerned (unless it is impracticable to contact the employee). Whenever a supervisor discusses with the employee a disciplinary action within the scope of this Agreement, the employee will be entitled to have a Union representative present.

b. Disciplinary actions shall be initiated only after a thorough preliminary investigation has been completed and the facts revealed by this investigation clearly indicate that disciplinary action is necessary for correcting the employee and in maintaining discipline and morale.

c. The Employer agrees that discipline will be administered in a fair, impartial, and timely manner, and that no employee will be disciplined except as provided by laws and regulations,

## Section 3. Notification

When an employee is officially notified of proposed disciplinary action, the employee will be informed, prior to its becoming effective, of the right to reply orally and/or in writing and of the right to be represented by a representative of his choice. The employee shall be advised in writing as to all reasons which are used as the basis of the offense for which charged, so as to permit



understanding of the charge and defense by the employee against it. A decision letter will normally be issued no later than **70** days from receipt of the employee's final response to the official notification of the proposed action.

## ARTICLE 22 - ADVERSE ACTIONS

### Section 1. General

The Employer will administer adverse actions in a manner consistent with applicable laws and regulations.

### Section 2. Appeal

a. An employee being suspended for more than 14 days or removed from the Federal service is entitled to appeal to the Merit Systems Protection Board or file a grievance under the negotiated grievance procedure contained in this Agreement, but not both.

b. If a decision is made as a result of appeal or grievance to modify or reverse an adverse action, the Employer will initiate the required corrective action.

### Section 3. Abuse

The Employer agrees to place emphasis on appropriate action that will be taken dealing with management and supervisors to prevent abuse of adverse actions.

## ARTICLE 23 - FITNESS FOR DUTY PHYSICAL EXAMINATION

### Section 1. Counselling

Before submitting a formal request for a fitness for duty physical examination, the supervisor will conduct a counselling session with the employee, to discuss the problem and to inform the employee of alternatives (retirement, reassignment, etc.) available to him. Before beginning the counselling session, the supervisor shall inform the employee of his right to have a Union representative present during the session. Following the counselling session, the supervisor will prepare a memorandum for record (MFR) of the counselling session. A copy of the MFR will be provided the employee, and to the employee's representative, if representation was requested. If not stated in the MFR, the supervisor will notify the employee, as to the course of action management intends to pursue with regards to the matter under discussion.

### Section 2. Request

In order to support a request for a fitness for duty physical examination, the supervisor must first have established a "prima facie" case that:

a. The employee's service is not useful and efficient (based on failure to meet the performance standards for at least one major job element of the position to which officially assigned or because of excessive absenteeism).

b. The cause of the alleged performance problem is an apparent mental or physical illness or injury, which is not of a transient nature.

### Section 3. Requirements

All requests initiated by the Employer for fitness for duty physical examinations shall be in writing, provide prior notification and meet all applicable regulatory requirements.

## ARTICLE 24 - EMPLOYEE RECORD CARD

### Section 1. General

An Employee Record Card is provided for use by supervisors for recording personnel actions, training and qualifications, and for noting commendations, reprimands, and other matters pertinent to the personnel management responsibilities.

### Section 2. Review

The employee shall be permitted to review his individual record card upon request to the supervisor. Employee Record Cards shall be made available to persons who have a need to know the information recorded therein, e.g., first level supervisor, second line supervisor, the employee, and any person designated in writing by the employee.

### Section 3. Detrimental Data

a. Prior to placement of detrimental data on the Employee Record Card, the supervisor shall discuss same with the employee concerned. The employee and supervisor will each initial the card to indicate the required discussion has occurred.

b. Notations of detrimental data will be deleted from the Employee Record Card when supportive documents are removed from the employee's Official Personnel Folder. When detrimental data is removed from the employee's Official Personnel Folder, all copies will be forwarded to the employee through the supervisor.

c. At such time as supervisors prepare the Employee Performance Rating, they will review the Employee Record Card to ascertain if the card reflects detrimental information which is not substantiated by an SF 50 action. If so, the supervisor will ascertain if the condition which promoted the entry has been 'corrected. If the condition has been corrected, the entry will be removed from the Employee Record Card.

## ARTICLE 25 - INCENTIVE AWARDS - SUGGESTION PROGRAM

### Section 1. General

a. Employees have the right to propose new and innovative ways to carry out the mission or function of the Employer. They may submit individual or joint

work plans which may include elements, such as, methods to better accomplish a mission or function of the Employer.

b. The Union recognizes that the Employer has the responsibility for development and implementation of the Incentive Awards and Suggestion Program in accordance with appropriate laws and regulations.

## Section 2. Committee and Report

a. Union representatives will be invited to participate in the deliberation of the Incentive Awards Committee with respect to:

(1) Planning suggestion program activities to stimulate participation.

(2) Establishing suggestion program goals and targets.

(3) Evaluating suggestion program progress, appraisal of employee, supervisor, and management reactions.

b. The Incentive Awards Program annual report will be provided to the President of Local **1858**.

## ARTICLE **26** - JOB DESCRIPTIONS

### Section 1. General

Job descriptions will be written based on the duties and responsibilities assigned by management. Positions having identical or nearly identical supervisory controls, major duties, working conditions, physical demands, and other job related criteria will be grouped into one job description.

### Section 2. Distribution

A copy of the job description will be distributed to the employee assigned to the job.

### Section 3. Other Duties as Assigned

When the term "other duties as assigned" or its equivalent is used in a job description, the term is understood to mean tasks which are normally related to the position or which are of an incidental nature. This term includes assignment of additional or incidental duties to employees in emergencies, under special circumstances, or when mutually understood as customary by the parties to this Agreement. Supervisors, insofar as is possible, will refrain from assigning to employees duties which are inappropriate to their positions and qualifications.

### Section 4. Grievance

Any employee who feels that his job description is inaccurate may bring this to the attention of his supervisor for resolution. If the matter is not resolved, the employee may pursue the issue under the negotiated grievance procedure.

## ARTICLE 27 - POSITION CLASSIFICATION AND JOB EVALUATION

### Section 1. Classification Appeal

a. Any employee who believes his position is improperly classified (title, series, grade or pay category) may present the complaint orally to the appropriate supervisor(s) for information as to the basis for the evaluation of the job with assistance from Position Management and Classification. If the employee is satisfied, no further action will be taken.

b. If the employee is not satisfied, the employee may initiate a position classification complaint/appeal for review of the title, series, grade, or pay category. The supervisor(s) shall advise the employee of position classification complaint and appeal channels that are available as prescribed by position classification appeal regulations and procedures. The employee has a right to choose a union representative in preparing and presenting position classification complaints and appeals. Employees retain the right to appeal position classifications without fear of restraint, prejudice or reprisal.

### Section 2. Classification Action

It is agreed that employees will be informed by their supervisors of any decisions to downgrade or upgrade positions as a "result of classification action." When any change in job description results in the downgrade of an occupied position in the unit, such personnel action will not be effected without written notice to the employee stating the reason for the action. When a determination has been made by the Employer to change the grade of a filled position to a lower grade in a classification action, the Union President will be notified prior to final implementation.

### Section 3. Classification Standards

a. The Employer agrees to send to the Union for review or comment draft classification standards which are referred by higher headquarters to the Employer for comment.

b. The Union shall be informed when new or revised classification standards are to be applied to classes of positions within the unit.

## ARTICLE 28 - COMPETITIVE LEVEL

### Section 1. General

Jobs which are so similar in all important respects that the employee can be readily moved from one to the other without requiring significant training, and without unduly interrupting the work program, shall be listed in the same competitive level. Characteristics shared by all positions in a competitive level are similarity of duties, grade, responsibilities, pay schedule, terms of appointment, and similarity of qualification requirements. Positions will be assigned to competitive levels in accordance with the requirements above

and other applicable criteria in appropriate regulations. Employees will be informed of their initial competitive level, and of subsequent changes.

## Section 2. CL Review

Upon request by an employee and/or his representative, the Employer will grant a review of the employee's competitive level if the employee feels it is improper.

## ARTICLE 29 - MERIT PAY

### Section 1. General

The Employer agrees that it was not the intent of PL **95-454** to bring professional GS-13, GS-14, and GS-15 bargaining unit positions under the Merit Pay program when the duties performed do not meet the criteria of a supervisor or management official as defined in PL 95-454.

### Section 2. Bargaining Unit Status

The Employer agrees that professional GS-13, GS-14, and GS-15 employees who are not under the Merit Pay program will be in the bargaining unit unless otherwise excluded by this Agreement. Merit Pay positions will be determined by the proper authorities in accordance with PL 95-454 and the employee's job description.

## ARTICLE 30 - PREMIUM PAY FOR HAZARDOUS DUTY

### Section 1. Pay

The Employer agrees to pay hazard pay differential to General Schedule (GS) employees who are assigned to and perform hazardous duty, duties involving physical hardship, or duties involving risk to life and limb as specified by appropriate regulations.

### Section 2. Committee

A Hazardous Duty Committee appointed by the Commander will consist of personnel representing the Union, Civilian Personnel Office, Safety Office, appropriate medical facilities, and the functional area affected, as appropriate.

## ARTICLE **31** - TABLES OF DISTRIBUTION AND ALLOWANCES

### Section 1. General

a. Tables of Distribution provide a record of management decisions regarding manpower allocations, organization structure, position structure, and Army management structure codes and will not be used to contravene the rights of employees in the application of RIF procedures, demotions, and involuntary assignments.

b. The Tables of Distribution/Modified Tables of Distribution does not serve as a determinant of whether a position is officially established for any purpose, including entitlement to an individual employee, nor does the Tables of Distribution/Modified Tables of Distribution constitute official approval of pay category, title, series, or grade.

## Section 2. Copies

A copy of unit current operating Tables of Distribution affecting civilian employees will be provided the Union President each six months or upon request to the Commander.

## Section 3. Modifications

Modified and/or proposed Tables of Distribution and changes thereto with significant impact on the bargaining unit because of reorganization will not be implemented without prior discussion with the Union President.

# ARTICLE 32 - REORGANIZATIONS

## Section 1. General

A reorganization is defined as a change in the existing organizational structure.

## Section 2. Notification

a. The Employer agrees to notify the Union of proposed reorganizations involving bargaining unit employees prior to implementation of the reorganization.

b. The Employer will brief the Union as soon as possible concerning proposed reorganizations. This briefing will provide the Union information as to the existing organizational structure and the proposed organizational structure to include proposed deletion or addition of bargaining unit positions by title, series, and grade, if known. The rationale for the reorganization will also be provided.

c. When the new organizational structure is finalized, the Employer will brief the Union concerning the impact of the reorganization on the positions of bargaining unit employees to include known changes in the employee's job title, series, or grade and names of employees affected.

# ARTICLE 33 - CONTRACTING OUT UNDER THE COMMERCIAL ACTIVITIES PROGRAM (CAP)

## Section 1. General

a. The Union recognizes the Employer's right under Public Law 95-454 to determine methods, means, and personnel required to accomplish the mission of the Employer. The Union also recognizes that the Employer has the right to make determinations with respect to contracting out, subject to the limitations prescribed in the Defense Authorization Act for the FY Funding, in effect at the time.

b. The labor organization has a legitimate interest, right, and obligation to negotiate on personnel, policies, practices and other matters affecting conditions of employment for all employees of the bargaining unit. The Union and the Employer recognize that contracting out a service or function that has historically been performed by bargaining unit employees may have an adverse affect on the conditions of employment of the affected employees in the unit.

c. The Employer and the Union further agree that contracting for services by the Employer is subject to certain restrictions imposed by law and Government-wide relations.

d. When contracting out is being considered that would have an impact on the bargaining unit, the Employer will consult with the Union. When the decision is made to contract out work being performed or work that would be performed by employees of the unit, the Employer will consult and confer as appropriate with the Union as early as practicable as to the impact on the conditions of employment of the employees in the unit.

## Section 2. Solicitation

a. The Union will be notified as soon as practicable of the Employer's intent to solicit bids/offers under the Commercial Activities (CA) Program. The purpose of the Employer soliciting these bids and offers will be to determine the cost of contracting out an ongoing function or a new requirement. The Union will be notified of this action prior to the issuance of a solicitation.

b. The Employer will make all reasonable effort to insure that any statement of work shall be complete and accurate before being included in any solicitation.

c. The Employer will furnish the Union a copy of the solicitation at the time that the procurement package is released. If the result is in favor of contracting out and with appropriate administrative approval, the Employer will then make available to the Union the completed cost comparison form, the in-house cost estimate, and its detailed supporting data and the awarded contract.

d. The Union will be notified as to the time and place of the bid openings of the formerly advertised procurements. A Union representative will be given an invitation to attend the meeting.

e. A Union representative will be invited to attend the public announcement of the results of the Employer's cost comparison determination.

## Section 3. Miscellaneous

a. In the event Commercial Activities are considered for contracting, the Employer is obligated to perform Commercial Activities Programs in accordance with applicable laws and regulations and provisions of this Article.

b. If requested, the Union will be provided a copy of the contract as soon as possible after the award of the contract.

c. The Employer agrees to make every effort possible to place employees who are in a reduction-in-force status, because of contracting out, into other Civil Service jobs at an equal or lower graded position.

## ARTICLE **34** - RESEARCH PROGRAMS AND DEMONSTRATION PROJECTS

### Section 1. General

For the purpose of this Agreement, "Research Program" means a planned study of the manner in which public management policies and systems are operating, the effect of those policies and systems, the possibilities for change, and comparisons among policies and systems; and "Demonstration Project" means a project conducted by the Office of Personnel Management (OPM), or under its supervision, to determine whether a specified change in personnel management policies or procedures would result in improved Federal personnel management.

### Section 2. Participation

In the event that the Agency is requested to participate in an OPM sponsored research or demonstration project under Chapter 47 of Title 5, United States Code, the Agency will not approve any project involving bargaining unit employees until there has been consultation or negotiation as appropriate with AFGE Local **1858**.

## ARTICLE **35** - HOURS OF WORK

### Section 1. General

The normal basic workweek shall consist of **5** days, Monday through Friday, on each of which the employee is scheduled to work **8** hours. If mission requirements permit, 2 consecutive days off shall be provided in each administrative workweek.

### Section 2. Changes in Tour of Duty

a. Changes made in the prescribed basic regular tour of duty for specified individuals or for any special groups of employees may be approved by the Commander or his designated representative. Any change in the regularly scheduled workday or workweek shall be in accordance with applicable rules and regulations, and the Union shall be notified prior to its implementation. Basic tours varying from the Monday through Friday schedule will be established when essential to accomplish assigned missions. The selection of employees for an irregular tour, subject to character of the work, job classification and skills, shall be made on a voluntary basis to the maximum extent possible. Selection by the Employer of employees on an involuntary basis for irregular tours shall be made fairly and equitably on a rotating basis among employees subject to such schedules, by character of the work, job classification, and skills within the work area affected. Where deviation from a volunteer roster or rotation is required because of lack of skills, the deviation will be explained to the appropriate Union representative upon request.



b. All tours of duty shall be established or changed at least 2 weeks in advance, shall continue for a period of at least 2 pay periods, and shall be announced, in writing. The Commander or his designated representative may make exceptions to this requirement when unusual circumstances preclude compliance.

### Section 3. Break Periods

The Employer shall provide a rest period not to exceed 15 minutes during the first half and a rest period not to exceed 15 minutes during the second half of the work shift to all eligible employees, in accordance with applicable regulations. These rest periods are considered duty time and included in the daily tour of duty. Additional rest periods may be granted to employees for the following reasons:

a. Protection of employee's health by relief from hazardous work or that which requires continual and/or considerable physical exertion.

b. Reduction of accident rate by removal of fatigue potential.

c. Working in confined spaces or in areas where normal personal activities are restricted.

d. Increase in, or maintenance of, high quality and/or quantity work traceable to the rest period. For example, in areas where smoking and other normal personal activities are restricted in the immediate work area constitute unusual circumstances making rest periods conducive to maintenance of high quality and quantity of work.

### Section 4. Clean Up

The Employer will provide a reasonable amount of time, consistent with the nature of the work performed, for employees to clean up prior to the lunch period and at the end of the workday. In the same manner, a reasonable amount of time will be allowed to employees for the storage, cleanup, and protection of Government property.

### Section 5. Miscellaneous

a. No employee shall be required to perform assigned duties prior to the beginning or following the ending of the employee's assigned tour of duty unless overtime or compensatory time is approved.

b. Tardiness due to unavoidable or necessary circumstances of less than 1 hour may be excused for adequate reasons. Employee requests for such excusals should be reasonable and supervisors are expected to be fair and equitable in the granting of such excusals.

c. Employees shall not be required to sign any document to identify the start of duty time, lunches, or breaks nor sign any document to identify the end of duty time, lunches, or breaks. This provision does not apply to situations where documentation for security purposes is required.

## ARTICLE 36 - FLEXITOUR

### Section 1. Description of Flexitour

a. The flexitour concept allows employees to select a starting time from within the established morning flexible time band and once selected this time becomes the participant's assigned working schedule.

b. The core time and flexible workhour parameters are as follows:

0630	0900	1500	1730
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	CORE TIME	
Flexible hours	(Includes 30 minute lunch period)	Flexible hours

### Section 2. Definitions

a. Basic tour of duty: The basic tour of duty will normally consist of 5 consecutive 8-hour days, 0800 to 1630 hours, Monday through Friday, less 1/2 hour for lunch.

b. Flexitour tour of duty: The flexitour tour of duty is defined as a working schedule of 5 working days of 8 and 1/2 consecutive hours including 1/2 hour for lunch, which consists of 6 hours of core time from 0900 hours to 1500 hours and 2 and 1/2 hours of flexible time between 0630 and 0900 hours and 1500 to 1730 hours.

### Section 3. General Provisions

a. Each director, project manager, or office chief is responsible for the administration of flexitour within his organization, subject to the requirements and procedures herein.

b. Authority to change working schedules within the flexitour tour of duty is delegated to each participant's immediate supervisor. The flexible workhour parameters, as indicated above, must be between the hours of 0630 and 1730 hours. The latest time any employee will be allowed to select to report for work is 0900 hours. It is mandatory that all employees work an 8 1/2-hour day (less 1/2 hour for lunch), 5-day week. An employee is not allowed, for example, to work in excess of 8 hours in 1 day in order to shorten the next workday or to shorten the workweek to less than 5 days.

c. All bargaining unit employees will be allowed to participate in the Flexitour Program except those employees or groups of employees identified by the director, project manager, or other primary organizational element chiefs who, based on current workload or mission requirements, may be excluded from participation. In such cases, an explanation of the reasons for exclusion must be provided the Union and affected employees in writing.

d. Employees will select a starting and ending time and once selected these times will become the participant's assigned flexitour working schedule. The employee may later effect a permanent change in his flexitour working schedule by submitting a written request to the immediate supervisor at least 2 weeks in advance.

e. Employees may request a temporary change in their flexitour working schedule from their immediate supervisor. Such requests should be made as far in advance as possible but at least 1 day in advance. Approval or disapproval of such requests will be based upon workload and mission requirements.

f. Supervisors have the authority to require employees to revert to the basic tour of duty subject to the concurrence of the director, project manager, or office chief when workload or mission requirements necessitate their presence. Employees will be notified as far in advance as possible (2 weeks) and be provided the reasons for such change. However, when circumstances related to workload or mission requirements warrant, employees may be temporarily returned to the basic tour of duty with a less than 2-week notice by the immediate supervisor.

g. Employees who are in an official training status, attending conferences, or in a travel status are not covered by flexitour. The working hours conforming to the agenda for the training course or conference (assuming an 8-hour day) will apply.

h. In cases where several employees' choices conflict with the needs of management, every effort will be made to arrange a schedule which is satisfactory to all employees involved. In the event that no satisfactory agreement can be reached, the employee with the most seniority, as determined by service computation date, will have first choice in selecting a starting time.

i. All policies and regulations governing the scheduling and use of compensatory time, overtime, and leave remain in effect. Advance approval of overtime and compensatory time is still required. Flexitour shall not be used to avoid payment of overtime if otherwise authorized.

j. Requirements and procedures for maintaining and certifying Time and Attendance (T&A) cards remain unchanged. These procedures are outlined in MICOM Regulation 37-32.

## ARTICLE 37 OVERTIME

### Section 1. General

The Employer reserves the right to assign overtime. The assignment of overtime will be based upon mission and workload requirements and on factors which are reasonable and equitable. In selecting employees for overtime work, the Employer will consider the employees skill, ability, attendance record, and the expressed desires of the employee to the extent practicable. Overtime shall be distributed as equally as possible among employees on the same job description in each organizational entity provided the mix of skills required

to accomplish the work is obtained. First consideration for overtime shall be given to employees currently assigned to the job. Second consideration shall be given to other employees who have the required skills to do the job. Overtime shall not be assigned as a reward or penalty, but solely in accordance with actual needs. If an employee is required to work overtime and his basic rate of pay is in excess of the maximum rate for grade GS-10, the Employer will give serious consideration to the employee's desires to receive overtime pay or compensatory time and the request will be granted unless overriding constraints or policies dictate otherwise.

## Section 2. Disputes

Necessary pertinent information as identified by the Employer concerning overtime hours worked shall be made available, when requested, to employees to aid in resolving specific complaints concerning overtime distribution. If a dispute arises, the first line supervisor and the steward will discuss the problem and make every effort to resolve the issue.

## Section 3. Notification

The Employer shall notify those employees who are needed for overtime assignments as far in advance as possible.

## Section 4. Assignment

The Employer shall, upon request, relieve an employee from an overtime assignment if his reason is valid and there is another qualified employee, subject to character of work, job classification, skills, and availability for the assignment.

## Section 5. Call Back

Any employee who is called back to work at a time outside of and unconnected with his scheduled hours of work shall receive at least 2 hours overtime pay in accordance with applicable pay regulations.

## Section 6. Meal Period

Employees who are required to work overtime in excess of 4 hours shall be given a meal period in accordance with applicable statutes and regulations

# ARTICLE 38 - ANNUAL LEAVE

## Section 1. General

Employees shall earn annual leave in accordance with applicable laws and regulations.

## Section 2. Granting Annual Leave

a. When workload requirements permit, annual leave will be granted freely for personal reasons. Annual leave will be granted for bona fide emergency

purposes subject to above. Employees shall furnish notice to Employer by telephone or other means as soon as possible but not later than the first half of the first workday absent.

b. When the Employer finds it necessary to cancel annual leave previously approved in writing, the reasons and justification for such action will be furnished in writing to the affected employee. Disapproval of annual leave will be based upon factors which are reasonable, equitable, and which do not discriminate against the employee or group of employees.

c. Upon written request by the employee and reasonable justification to the Employer, annual leave which will be earned during the balance of the leave year may be advanced to the employee's leave account. Amount advanced may never exceed that which would be accrued prior to an anticipated retirement or separation.

d. All supervisors shall make reasonable efforts to insure that all employees are given equal opportunity to submit requests for leave in sufficient time for them to be considered before the leave schedule is prepared.

e. Any employee applying for leave on a workday which occurs on a recognized religious holiday associated with the religious faith of the employee shall be granted such leave, provided work requirements permit.

f. An employee will be granted necessary annual leave, if available, or leave without pay to attend funerals of the immediate family. Further, where the individual is needed to settle the estate, or perform other necessary activities in connection with a death, additional annual leave or leave without pay shall be granted where legal action sets specific dates.

g. The Employer recognizes the need to prepare vacation schedules as early in the leave year as possible so that individual leave accounts may be scheduled in a fair and equitable manner throughout the leave year. Employees' requests for vacation leave will be granted unless precluded by manpower and workload requirements.

### Section 3. Miscellaneous

a. In the case of transfer of an employee from one organizational element to another, previously scheduled annual leave for vacation purposes will be discussed with the new supervisor, and approved if possible. The employee is responsible for initiating this discussion, and the discussion should take place as soon as possible after transfer.

b. The Employer will announce any planned shutdown or reduction in operation to employees as far in advance as practicable. During any period of shutdown or reduced operations, every effort will be made to provide work for employees who do not desire to take annual leave or have not accrued sufficient annual leave for this purpose.

c. Cumulative lists that show the accrual and use of annual leave of employees by name shall not be circulated among other employees nor posted on bulletin boards.

## ARTICLE 39 - SICK LEAVE

### Section 1. General

Employees shall earn sick leave in accordance with applicable statutes and regulations. The Union recognizes the importance of sick leave and the obligation of the employees, as well as the advantage to them, to utilize it only when incapacitated for the performance of duty by sickness or injury, or for other reasons as provided by leave regulations.

### Section 2. Granting Sick Leave

a. Sick leave, if accrued, shall be granted to employees where they are incapacitated for the performance of their duties for reasons of sickness, injury, or other reasons as provided by leave regulations. Employees not reporting for work for reasons as stated above shall furnish notice to the Employer by telephone or other means normally during the first hour of the employee's normal tour of duty but not later than the first half of the first workday absent. Employees who occupy positions such as providing security, fire protection, utilities services, or medical services may be required to notify the office of their supervisor or his designated representative of their need for emergency sick leave at least one hour prior to shift changes. However, the Employer agrees to give consideration to an employee, who because of special or unique circumstances, is unable to meet these requirements.

b. Employees shall be normally required to furnish a medical certificate to support sick leave in excess of 3 workdays. In certain cases, the supervisor may accept a signed statement by the employee stating the nature of the incapacity, in lieu of a medical certificate. Normally, absence for 3 workdays or less will require the employee's personal certification that he was incapacitated for duty.

c. Sick leave, if accrued, shall also be granted for medical, dental or optical examination or treatment or for securing diagnostic examinations or x-rays. Sick leave for these purposes shall be requested as far in advance as possible and the amount requested shall be limited to that amount which is reasonable for the specified request.

d. Sick leave will be advanced to eligible employees in cases of serious illness or disability, upon their request, when determined appropriate with applicable regulations.

### Section 3. Miscellaneous

a. Cumulative lists that show the accrual and use of sick leave of employees by name shall not be circulated among other employees nor posted on bulletin boards.

b. The use of justifiable sick leave shall not be a basis for penalizing an employee.

## ARTICLE 40 - BLOOD DONOR LEAVE

Four hours of excused absence in addition to travel time to and from the place of donation shall be authorized by the Employer, each time the employee participates in authorized blood donor programs. To qualify for excused absence, the employee must have donated blood. The 4 hours of excused absence, if taken, must be taken on the day the blood is donated. Employees who are not accepted as donors must return to work or take other appropriate leave.

## ARTICLE 41 - MATERNITY AND PATERNITY LEAVE

Any female employee may be granted sick leave, annual leave, or LWOP in accordance with appropriate regulations for purposes of pregnancy or child bearing. A female employee may use available sick leave to cover the time required for physical examinations and/or periods of incapacitation due to pregnancy. Male employees may be granted annual leave or LWOP for paternity purposes.

## ARTICLE 42 - EXCUSED ABSENCES AND OTHER LEAVE

### Section 1. Excused Absence for Climatic or Disaster Conditions

a. When excused absence is authorized because of extreme weather conditions, breakdown of equipment, fire, floods, or other natural phenomena, all eligible employees who report or are scheduled to report for work and whose services are not specifically required shall be excused as authorized by regulation.

b. The Employer and the Union agree that the following shall apply:

(1) Employees who are on prior approved annual or sick leave for the entire day will be charged leave for the entire day.

(2) Employees who after having been on duty during the first part of the day absent themselves on either approved annual or sick leave before notice of early dismissal decisions is received will be charged leave for the balance of the day.

(3) Employees who apply for annual or sick leave after the issuing of an early dismissal decision will not be charged leave except for that portion of leave in multiples of 1 hour that exceeds the administrative dismissal period.

c. Controversial cases involving excused absence will be referred to the Civilian Personnel Officer for settlement.

### Section 2. Military Leave

Military leave for training purposes is limited to a maximum of 15 calendar days during each year regardless of the number of training periods in the year and whether taken intermittently, a day at a time, or all at one time. Such grant of military leave will be granted in accordance with appropriate Civilian Personnel Regulations.

### Section 3. Voting and Registration Leave

a. The Employer agrees that employees will be excused to vote or register in national, state, and local elections or referendums for periods of time that may be necessary to insure them an opportunity to vote on an election day in accordance with the Department of the Army and Office of Personnel Management regulations. The Employer and Union agree that, as a general rule, where the polls are not open for a national, state, local election or referendum, at least 3 hours, either before or after an employee's regular hours of work, the employee may be granted an amount of excused leave which will permit him to report for work 3 hours after the polls open or leave work 3 hours before the polls close, whichever requires the lesser amount of time off.

b. In the event of exceptional circumstances where the general rule as described in Section 3a above does not allow an employee sufficient time to vote, such employee may be excused for such additional time as may be needed to enable him to vote, depending upon the particular circumstances involved in his particular case, but such time shall not exceed a full day.

c. Should an employee's voting place be located beyond a 40 mile radius or when absentee ballot is not permitted or requires the voter to personally appear to obtain and/or cast such absentee ballot on other than non-workdays, such employee may be granted sufficient time off in order to be able to make the trip to the voting place to cast his ballot. The Employer agrees to observe a liberal policy in granting the necessary leave for this purpose. However, an employee's time off for this purpose in excess of 1 day shall be charged to annual leave, if annual leave is exhausted, then to leave without pay.

d. The Employer further agrees that for an employee who votes in a jurisdiction which requires registration in person, such employees may be granted time off to register on substantially the same basis as for voting, except that no such time off shall be granted if the employee can register on a non-workday and the place of registration is within a reasonable 1 day round trip travel distance of the employee's place of residence.

### Section 4. Professional Conferences

Employees may be excused to attend conferences, conventions and participate in meetings of recognized professional associations in order to maintain and further their professional competency without loss of pay or charge to leave whenever it is determined that such attendance will serve the best interests of the Government. Also, attendance may be authorized as a temporary duty assignment subject to the availability of funds and to the extent permitted by the work situation and the effective performance of assigned duties of employees concerned and also may be extended to employees who otherwise attend at no expense to the Government (because of the fact that no travel is involved or sufficient funds are not available). This provision is not to be interpreted as authorizing reimbursement of registration fees and other expenses of attendance at conferences and conventions. Affirmative determinations should be reserved to those situations where the employee is designated as an official representative, or where a direct relationship between items on the agenda and the employee's official duty assignments make it necessary or desirable that he attend.



## ARTICLE 43 - SPECIAL HOLIDAYS

Employees, who are required to work when the majority of the Employer's personnel are not required to work because of special holidays that are established by Executive Order, will be paid in accordance with applicable laws.

## ARTICLE 44 - TRAINING AND EMPLOYEE DEVELOPMENT

### Section 1. General

a. The Employer shall maintain a program of training and development in accord with the Government Employees Training Act and applicable regulations. Administration of the training and development program is an inherent right and duty of management. The Union may make recommendations to the Employer in matters of policy and timing of various programs of training.

b. The Employer shall notify the Union of any formalized training policies and procedures which may be directed within the authority of the Commander. The Employer agrees to consult with the Union on these matters upon request of the Union.

### Section 2. Responsibilities

a. The Employer and the Union mutually agree that each employee is basically responsible for his own development. The Employer agrees that management shall exert reasonable effort to provide assistance to each employee when a need for training is related to officially assigned duties or to duties which are formally planned to be assigned. (Training which is directly related and is required for job performance will be on Employer's time and at Employer's expense.) The Union, in turn, agrees to exert reasonable effort to encourage employees to accept training opportunities and to take full advantage of them.

b. The Employer further agrees to implement training required for specific positions in accordance with fiscal constraints and job needs.

c. At least once annually, each employee's supervisor shall discuss the training requirements, needs, and desires of the employee. The previous year's training discussion will be incorporated in order to determine what training has been accomplished.

d. When advance knowledge of the impact of pending changes in technology, functions, organization, and mission is available, it shall be the responsibility of the Employer to consult with the Union as part of the advance planning for the maximum retraining of employees involved. Maximum use will be made of the authority to waive qualification requirements and to enter into training agreements with the Office of Personnel Management in order to place employees in lines of work where their services can be utilized.

## ARTICLE 45 - TRAINING OF UNION REPRESENTATIVES

It is agreed that the proper training of union representatives in the labor-management field will benefit both management and the employee. To encourage and support this training, management will excuse, subject to overriding work requirements, Union officers and stewards, without charge to leave, for Union-sponsored training. Excused absence for such training will not normally exceed 24 hours for any individual within a 12 month period. The Union President will submit in writing to the Employer any requirements for excused absence specifying the sponsorship, purpose, location, date(s), hours, general subject matter, and names of employees to attend. The request for excused absence by the Union for Union-sponsored training shall not be challenged if it is clear that the training will be of benefit to management and/or bargaining unit employees. A request for excused absence must be delivered to the Employer at least 5 working days in advance of the training. The Employer will notify the Union whether or not the request for excused absence is approved at least 2 days prior to the date of the training.

## ARTICLE 46 - TRAVEL

### Section 1. General

- a. Travel requirements will be accomplished in accordance with appropriate laws and regulations.
- b. The Employer will make copies of the Joint Travel Regulations (JTR) available in each Directorate/Project Manager's administrative office and comparable organization for use by employees required to perform travel.
- c. Within the Employer's right to assure efficiency of workforce operations, to the maximum extent practicable, travel will be scheduled during duty hours. In the event a supervisor schedules an employee to travel during other than normal duty hours, he, upon the employee's request, will furnish the employee in writing the reasons for necessity of such schedule.
- d. When requested by the employee, the Employer agrees to advance funds up to the maximum authorized. On extended TDY, the employee will be authorized to draw per diem through the first 30 days of the assignment unless management approves an advance for a longer period of time.
- e. Costs of transportation, arrival and departure times for Privately Owned Vehicle (POV) travel will be determined in accordance with the JTR.
- f. It is the Employer's responsibility to make a determination at the time travel orders are prepared whether travel by POV is to the advantage of the Government.
- g. Time in a travel status away from the official duty station is not "hours of work" unless the travel:
  - (1) involves the performance of work while traveling.
  - is incident to travel that involves the performance of work while traveling.

(3) is carried out under arduous conditions, or

(4) results from an event which could not be scheduled or controlled administratively.

Any pay due an employee for time in a travel status in connection with any one of the four conditions listed above, will be paid on the same basis as if the employee were at his normal work site.

h. When disputes arise concerning the disallowance of a travel claim, the employee and his representative will discuss the matter with the travel requesting official. If no settlement is reached at this level, the employee and his representative may contact the travel pay office for resolution, guidance, or further processing to higher authority.

1. If the employee chooses to convert advanced travel cash to travelers checks for TDY assignments, the Employer will reimburse the employee for the service charge as provided for in appropriate regulations.

3. In the event that an employee is not authorized a GSA or commercial rental vehicle while on TDY, all bus, limousine, or taxi fares that are not used for personal business and are travel requirements related to Government business will be paid for by the Employer.

k. If the employee is authorized a rental vehicle, the Employer will advance the employee the maximum allowable amount.

## Section 2. Quarters and Facilities

a. Employees on TDY will not be required to utilize Government quarters when adequate quarters are not available at the TDY installation. The Installation Commander at the TDY installation will be the final authority in determining whether quarters meet the prescribed common standards of adequacy. The following standards described in AR 210-16 are utilized by Installation Commanders in determining whether or not quarters are adequate for visitors:

(1) Interior walls, ceilings, floors, and partitions - Rooms or open bays and bathroom facilities constructed and finished to provide light reflection and sound absorption.

(2) Living areas and bathroom facilities - Paint, varnish, or other finishes reasonably free from damage, scars, and/or marks.

(3) Floor covering - In good repair or wood flooring properly finished.

(4) Window shades or Venetian blinds and window screens - In good repair.

(5) Electrical outlets - Sufficient number to accommodate lamps, radios, and other appliances authorized by the Installation Commander.

(6) Locks and keys - Sufficient number to insure security and for entrance to rooms.

(7) Furniture and equipment - Consistent with available space and built-in features. Furnishings authorized for all visitor quarters are prescribed in CTA 50-919.

(8) Trash containers and adequate trash removal service - Provided as required.

(9) Adequate number of pay and class C telephones - When appropriate, furnish for occupant's use.

(10) Heating, air conditioning (when authorized), ventilation - Provided to the extent necessary to maintain proper health standards and to insure efficient use of energy.

b. When a Certificate of Nonavailability is obtained by the Command for the employee, the employee will be allowed to get advanced per diem and select lodgings of his/her choice.

c. If an employee, upon arrival at an installation with Government quarters, finds that the quarters do not meet the requirements specified in AR 210-16, he may contact the Commander's representative at the TDY site and request a Certificate of Nonavailability. If a Certificate of Nonavailability is obtained, the employee may notify the order issuing authority and request authorization to use full travel and per diem expenses.

#### ARTICLE 47 - REIMBURSEMENT FOR LOCAL TRAVEL

When the Employer cannot provide Government transportation as needed for an employee performing work during duty hours and the employee utilizes his privately owned vehicle for official business, the employee shall be reimbursed for mileage in accordance with applicable procedures for the implementation of the Joint Travel Regulations.

#### ARTICLE 48 - RESERVED PARKING

##### Section 1. General

The Employer agrees that establishment of appropriate reserved parking spaces shall assist in conservation of energy and promote reductions in transportation costs for employees.

##### Section 2. Assignment

a. Reserved parking spaces will be assigned in the following priority order based on the shortest walking distance to the work area:

(1) Official Vehicle Spaces - The number of spaces for official vehicles shall be limited to a reasonable and justifiable number. Elected Union officials will be furnished official vehicle parking permits.

(2) Handicapped Spaces - Adequate spaces to accommodate physically handicapped personnel will be made available to those employees with a locomotion problem. All handicapped employees will submit a licensed physician's statement with the following information:

- (a) Physical condition
- (b) Duration of disability
- (c) Whether or not a "Handicapped" parking space is required

(An appropriately designated official will be responsible for insuring that the above policy is carried out.)

(3) Official Visitor Spaces - The number of spaces for visitors shall be limited to a reasonable and justifiable number.

(4) Carpool/Vanpool Spaces - Personnel parking in these spaces must have two or more regular members. Carpool/vanpool spaces will be assigned as shown below:

(a) An appropriately designated official will issue a special numbered card to individual car/vanpools. The primary carpool/vanpool applicant will fill out a form listing the members of the pool, their places of work, and home addresses. Space assignments will include one for each car/van pool registered at the work site but may be adjusted after utilization studies are made. Individual spaces will not be assigned to individual car/van pools. Carpool/vanpool parking spaces will be identified by distinctive markings or signs. Cars/vans displaying an authorized pool permit may park in any such space on a first come basis.

(b) Car/van pool members must report any change in status to the appropriately designated official. If a car/van pool breaks up, the parking permit must be turned in to the official who issued the permit.

(5) Management Spaces - The reserved parking spaces assigned to management officials shall not exceed 10 percent of the number of spaces available at each building. No bargaining unit employee shall be allowed to park in any of these spaces.

b. The MICOM Commander, Deputy Commanders, and Chief of Staff shall retain their present parking assignments.

### Section 3. Exceptions

Exceptions to the above policy may be made after negotiations with and agreement by the Union.

## ARTICLE 49 - SAFETY

### Section 1. General

a. The Employer will provide a safe and healthful work place that complies with applicable laws and regulations relating to the Safety and Health of all employees. All employees, supervisors, and management officials are responsible for prompt reporting of observed unsafe conditions.

b. The Employer agrees to compile and maintain a record of all known accidents and reported possible causes of potential accidents.

## Section 2. Committees

The Employer and the Union agree that one employee from the organization affected, recommended by the Union, will be appointed to membership on each formal organizational Safety Committee. The Employer and the Union further **agree** that one qualified employee, recommended by the Union, will be appointed membership on the Redstone Arsenal Central Safety Board. The Union agrees to support fully and promote the principles and regulations of the Installation Safety Program through their communications media and will cooperate with the Employer in specific safety campaigns. The Employer agrees that the Redstone Arsenal Central Safety Board members will be given the opportunity to attend organized Safety Training at least once each year.

## Section 3. Conditions

a. The Employer agrees to supply and maintain fire extinguishers in all organizations in accordance with pertinent governing and controlling regulations and standards. All employees are responsible for assuring that fire extinguishers are not tampered with and that clothing, lunch boxes, or other foreign material are kept away from the fire extinguishers.

b. When necessary and required, protective devices, meeting DA specifications or standards, shall be furnished by the Employer and used by the employees.

c. An employee or group of employees will not be required to work under conditions not described in their job descriptions which are unsafe or unhealthy beyond those inherent hazards which cannot be eliminated by standard or developed safety practice and procedures.

d. No employee shall be required to work alone without periodic checks being made by designated personnel. A minimum of one check for each 4-hour period shall be made. This time period shall be shortened for hazardous operations and areas.

e. No employee, other than qualified maintenance personnel, shall be required to perform repair work on or about moving or operating machines while in motion or operation. This does not preclude the normal or necessary adjustments to be made to machinery or equipment while in motion or operation. An employee will not be required to perform work which involves a known unsafe condition.

f. Applicable Occupational Health and Safety Administration (OHSA) regulations will be followed.

## ARTICLE 50 - DAMAGED GOVERNMENT PROPERTY

The Employer agrees that when a bargaining unit member is involved in an accident resulting in a Report of Survey, the Union will be advised. At the request of the bargaining unit member involved, the Union may designate a Union Official

to investigate the circumstances of the accident. The official may use a reasonable amount of duty time to conduct this review. When the Report of Survey is completed and if the employee has been held pecuniarily liable, a copy will be sent to the Union. The Union will submit a written report of its findings to the approving authority for reconsideration of his decision.

## ARTICLE 51 - WORKER'S COMPENSATION

### Section 1. General

a. The Federal Employees Compensation Act (FECA) provides for benefits to employees of the Command who are injured, become ill, or die as a consequence of their employment. Such benefits are available to bargaining unit members and shall constitute the remedy for work-related injury or disease for Command employees.

b. The Employer will insure that all members of the bargaining unit are made aware of their rights covering Worker's Compensation. The Civilian Personnel Office is responsible for coordinating the FECA program and for ensuring that employees are aware of benefits to which they are entitled. The Commander represented by Occupational Health, Safety, and Inspector General's Office shall have the responsibility for processing and investigating claims under the compensation program. In cases of dire financial need when the employee has been in a non-pay status, the Commander or his representative shall contact the Office of Worker's Compensation Program (OWCP) to expedite the claim.

### Section 2. Injury

a. When there is an on-the-job injury, the injured employee should obtain medical attention as soon as possible. An injured employee shall report every injury to the supervisor.

b. The injured employee or a person acting for him shall complete the required injury forms and give them to the immediate supervisor. The employee must supply specific details concerning the injury. The supervisor will fill out the necessary forms and forward to the appropriate organization in a timely manner.

c. If any employee feels he or she has not received fair treatment regarding an on-the-job injury or occupational disease, it may be reported to the Compensation Claims Office.

### Section 3. Assistance and Representation

a. The Union may assist an employee with compensation claims at the employee's request.

b. The Employer will provide the Union with the name of a contact point who may be contacted by an employee in the bargaining unit to provide information and assistance in processing an injury claim which the employee has filed. The name of the designee shall be provided to the Union within 30 days after the effective date of this Agreement. The designation will be kept current.

c. When a representative of the Union is authorized by the employee to represent him in a compensation claim, the representative shall be afforded cooperation by the Civilian Personnel Office, medical officials, Safety Officers, and the supervisors involved. Further, when a Union representative is required to attend a compensation hearing that is held by the Labor Department and that hearing is more than **35** miles from the Command, he shall be carried in a duty status for that period of time. The official amount of time during a calendar year will not exceed 32 hours for the bargaining unit. The Employer will place the Union representative in a TDY status with travel and per diem being furnished as is done for any other employee on TDY.

## ARTICLE 52 - WORKSPACE

The Employer shall make every effort to conform to Department of the Army regulations and guidance regarding the allocation and use of employee workspace. The Employer also agrees to eliminate, wherever practicable, plainly inequitable workspace allocations among employees in the bargaining unit.

## ARTICLE 53 - EMPLOYEE DRESS

### Section 1. Personal Clothing,

The parties agree that the items of clothing worn by an employee shall be neat, clean, well maintained and generally acceptable for the job to which assigned.

### Section 2. Specialized Clothing or Equipment

Any specialized clothing or equipment such as coveralls and/or safety equipment required by the Employer shall be supplied by the Employer for use of the employee. Maintenance of such clothing and/or such equipment required from normal wear and use shall be at the Employer's expense. The Employer will not be responsible for replacement or maintenance of special clothing or equipment lost or damaged due to employee negligence.

## ARTICLE 54 - RESOURCES PROGRAM

### Section 1. General

a. The Union and the Employer jointly recognize alcoholism and drug abuse as illnesses which are treatable. In addition, the parties recognize that personal, emotional, financial, marital, family, and legal problems, etc., may also create medical/behavioral problems. Each of these problems may cause poor attendance and declining performance on the job. It is recognized that each problem has its own identity and will be treated as such. Employees who suffer from any one of these problems may have an adverse impact on their co-workers. The Union agrees to work with the Employer in support of the program and consult on employee illnesses related to alcoholism, drug abuse, and emotional behavioral problems.



b. The Employer and the Union recognize alcoholism, drug abuse, and emotional-behavioral problems as treatable health problems that may affect job performance. All members of the bargaining unit and their families will be given the opportunity for treatment and counseling under the Employer's Human Resources Program.

c. The Human Resources Program is designed to assist employees in:

(1) Prevention and treatment of alcohol abuse and alcoholism.

(2) Prevention and treatment of drug abuse and dependency on drugs.

(3) Treatment of emotional-behavioral problems.

(4) Attempting to restore to effective and reliable duty all employees who are failing to function properly on their jobs because of problems attributable to alcoholism, drug abuse, or emotional-behavioral problems.

## Section 2. Procedures

a. Sick leave will be granted to employees for the purpose of treatment the same as provided to other employees who are sick. Official time will be granted to employees in the program to attend on-post meetings/counseling during duty hours.

b. The supervisor will encourage employees of the bargaining unit who feel that they may be suffering from emotional-behavioral problems, alcoholism, or drug abuse to voluntarily seek counseling and information from the Human Resources Program personnel. The earlier that an employee's problems relating to alcoholism, drug abuse, or emotional-behavioral problems can be identified, the more favorable are the employee's chances for a satisfactory solution to the problems.

c. When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining his job performance, he will discuss the apparent difficulties with employee. If the employee is unable to correct his job performance difficulties through his own efforts, the supervisor will arrange to offer the employee confidential assistance and services that are available.

d. The focus on corrective interviews by supervisors is restricted to the issue of job performance. Opinions or judgments on employees with alcoholism, medical-behavioral problems, or drug abuse are prohibited. It must be re-emphasized that all referrals by supervisors must be made on an objective and factual bases.

e. The Employer will delay or suspend, for 90 days, disciplinary action against an employee for absenteeism, misconduct and marginal or unsatisfactory job performance related to alcohol or other drug abuse which results in the employee's enrollment and satisfactory participation in the Human Resources Program.

f. Family members of employees who have agreed to counseling, medical treatment, rehabilitation treatment, etc., shall receive guidance, counseling, etc., to aid them in coping and understanding the employee in the treatment and recovery process. These services will be provided by the Human Resources Program staff at the Employer's expense.

g. If an employee accepts help from the Human Resources Program for treatment of alcoholism, drug abuse, or emotional-behavioral problems, he will receive counseling and, if appropriate, be referred to community resources or facilities for assistance.

h. In the event that the Employer determines that an employee should seek help from the Human Resources Program, the employee will be notified that he may have Union representation if he so desires.

i. The Employer's Human Resources staff will periodically meet with Union representatives for the purpose of discussing methods for reaching bargaining unit members needing assistance.

j. The Human Resources Office staff will also meet with the Union and negotiate on any personnel policies and practices affecting conditions of employment with this program. The Union has the right to review extracted information from a bargaining unit employee's case file with the prior written consent of the employee when in the judgement of the Alcohol and Drug Control Officer, the consent was voluntarily given, and the disclosure will not be harmful to the client, the program, or their relationship.

k. Management will insure that all employees are given the opportunity to participate in the required activities of the Human Resources Program.

l. The Human Resources Program will be administered in accordance with AR 600-85 and supplements thereto.

## ARTICLE 55 - CIVILIAN WELFARE AND RECREATION PROGRAM

### Section 1. Review

The President of AFGE Local **1858** will appoint a three member committee to review the Civilian Welfare and Recreation Program. Written recommendations made by this committee will be considered by the Civilian Welfare Council.

### Section 2. Information

a. Elections will be announced and held to elect members to the Civilian Welfare Council. Elected members names, office symbols, and phone numbers will be published in the Redstone Rocket in order to make employees aware of the members.

B. A quarterly financial status report and itemized expenditures will be published in the Redstone Rocket.

## ARTICLE 56 - CAMPAIGNS AND DRIVES

For the purpose of this paragraph, solicitation of employees during approved campaigns or drives in the bargaining unit means requests for contributions for the Combined Federal Campaign, participation in Savings Bond Drives, Blood Drives, or other approved solicitations which have been announced in generally published directives. Contributions from employees in the bargaining unit and

participation by employees in the unit to solicit contributions shall be voluntary. There shall be no pressure on any employee in the unit for nonparticipation or for any level of contributions. An employee in the bargaining unit may be requested to volunteer to solicit for contributions. The Union agrees to assist in seeking the needed volunteers. Management and Union officials will sponsor the approved drives.

#### ARTICLE 57 - SURVIVOR'S BENEFITS ORIENTATION

In the event of the death of a bargaining unit employee, the Employer shall contact the surviving spouse, or other eligible survivor as appropriate, not later than ten working days following the employee's death, to arrange a briefing concerning the survivor's rights and benefits. The briefing shall be accomplished by an individual expert in the field of survivor's rights and benefits. The briefing will be held at the earliest time convenient to the survivor.

#### ARTICLE 58 - PAYROLL ALLOTMENT FOR WITHHOLDING UNION DUES

##### Section 1. General

The Employer and the Union hereby agree on their respective responsibilities and the procedures, conditions, and requirements for withholding and remitting dues of the members in good standing of the Union who are employed in the bargaining unit and who voluntarily authorize allotments from their pay for this purpose.

##### Section 2. Eligibility

Any employee who is a member of the bargaining unit and is a member in good standing of the Union may authorize an allotment of pay for the payment of dues for membership at any time, provided:

a. The employee has voluntarily completed a request (SF 1187) for such allotment of his pay.

b. The employee receives an amount of pay sufficient, after other legal deductions, to cover the full amount of allotment. Other legal deductions consist of Retirement, FICA Tax, Federal Income Tax, State Income Tax, Health Benefits, Federal Employees Group Life Insurance, Indebtedness to the United States Government, and other authorized voluntary deductions or allotments including union dues to be made in the order specified by the employee.

##### Section 3. Authorization

The procedure for processing authorizations shall be as follows:

a. The Union will inform each of its members of the voluntary nature of an authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedures for revoking an authorization

b. The Union will provide its members the prescribed dues withholding form (SF 1187). This properly completed form shall be accepted by the Employer. The Union will deliver the completed form to the Civilian Personnel Office.

c. Authorizations for allotments received by the Payroll Servicing Office will be effective beginning with the first pay period following receipt of the completed allotment authorization by the Payroll Servicing Office, and will continue in effect until the allotment is terminated in accordance with Section 5 below.

d. The SF 1187 will contain the name, cost center number, and Social Security Account Number of the employee as they appear on the payroll records.

#### Section 4. Dues Allotment

Allotted dues will be withheld each pay period in the amount prescribed by the Union. When an employee's pay period is changed, the allotment will be prorated accordingly. The amount withheld will be exclusive of initiation fees, assessments, back dues, fines, and similar charges and fees. If the amount of regular dues is changed by the Union, the Payroll Servicing Office will be notified in writing by the President of the Union of the rates and effective date of the amended dues structure at least 30 days prior to the effective date. The amended amount will be withheld effective the payroll period following the effective date specified by the Union. Such changes will not be made more frequently than once each quarter beginning in January of each year.

#### Section 5. Termination of Allotment

a. The Payroll Servicing Office will terminate an allotment:

(1) When the Union loses the required recognition under any of the conditions specified in the law, or if this Agreement is legally terminated or suspended. Termination will be effective at the beginning of the first pay period after loss of exclusive recognition or termination or suspension of this Agreement.

(2) Upon receipt of notice from the Union President that an employee has been expelled or is no longer a member in good standing. The allotment for such an employee will cease beginning with the first complete pay period after receipt of the notice. The Union President will notify the Payroll Servicing Office within 5 workdays when such an action has been taken by the Union.

(3) When an employee voluntarily revokes his allotment for the payment of dues. Such revocation will not be effective until the first full pay period following the employee's anniversary date as described below:

(a) For an employee whose authorization for allotment (SF 1187) was in effect on 1 September 1978, that employee's anniversary date shall be 1 September of each year.

(b) The anniversary date for any employee whose authorization for allotment (SF 1187) became effective after 1 September 1978, shall be that date (month/day) the authorization for allotment (SF 1187) became effective. (Example: An employee's SF 1187 becomes effective 11 July 1979. That employee's anniversary date shall be 11 July of each succeeding year.)

b. Standard Form **1188** is the prescribed revocation form and may be obtained from the Payroll Servicing Office and must be filed with the Payroll Servicing Office. In all cases, it shall be the responsibility of the employee to see that his written revocation is received in the Payroll Servicing Office on a timely basis.

#### Section **6.** Remittance of Dues Withheld

a. Within 10 workdays following completion of each pay period, remittance of amount due will be made to the Treasurer, Local **1858**, AFGE, Redstone Arsenal, Alabama. A statement will be forwarded by the Payroll Servicing Office to the Treasurer, Local **1858**, AFGE, giving the following information:

(1) Identification of Installation.

(2) Identification of Union.

(3) Alphabetical listing of members or the Employee Identification Number from whom deductions were made and amount of each deduction.

(4) Total number of members for whom dues were withheld.

(5) Total amount withheld on this payroll.

(6) Names of and reason for dropped members from the list other than as a result of written revocation.

b. A copy of each written revocation for the pay period in which the revocation is effected will be attached to the statement.

#### Section **7.** Remittance Adjustments

The Union agrees to indemnify the Employer for dues erroneously paid to the Union after timely receipt of a properly completed dues revocation request (Standard Form **1188**) by the Payroll Servicing Office. The Employer agrees to correct any shortages in payments of dues properly owed the Union after timely receipt of a properly completed dues withholding request (Standard Form **1187**) by the Payroll Servicing Office.

### ARTICLE **59** - AFGE USE OF GOVERNMENT FACILITIES

#### Section 1. Office Space

a. The Employer agrees to furnish Government office space for Union use provided occupancy of such space by the Union does not restrict the Employer's mission capability, is practical, and is deemed beneficial to both parties. The space will be furnished in accordance with applicable laws and nonnegotiable regulations.

b. The Union agrees to utilize Government office space for the purpose of conducting Union affairs performed for the benefit of or on behalf of the bargaining unit.

c. Government office space, with reasonable privacy, will be provided for occasional use by the Union, whenever practical, for meetings with individual employees regarding complaints and/or grievances. If practical, additional facility space will be provided to the Union for purposes such as holding monthly meetings and elections.

## Section 2. Telephones

The Union will be furnished at least one Class A telephone.

## ARTICLE 60 - DELIVERY OF AGFE LITERATURE

The Employer agrees to distribute mail for the Union in the regular Department of the Army mail service internal to Redstone Arsenal. Mail handled for the Union will be accomplished in accordance with Army regulations. Information mailed by the Union will be in normal quantities as mailed by any other organization at Redstone Arsenal.

## ARTICLE 61 - HEALTH PLANS

American Federation of Government Employees Health Plan will be presented on the same basis as other approved employee organization health and insurance plans. Representatives of available health plans will be allowed access to the Arsenal and furnished space during open season to explain the health plan to interested employees and to answer questions. Space will be allocated in the Daily Bulletin to announce these visits.

## ARTICLE 62 - UNION USE OF REDSTONE ROCKET

The Employer will allow AFGE Local **1858** the same access to the Redstone Rocket as all Army officials, groups, and individuals on Redstone Arsenal to publish articles, letters, advertisements, policy statements, etc., in the Redstone Rocket in accordance with AR **360-81** and appropriate DARCOM supplements. Submissions by AFGE Local **1858** will be judged on their news value and edited only insofar as is necessary to meet the standards of the publication, accepted standards of print journalism, and libel law.

## ARTICLE **63** - BULLETIN BOARDS

The Employer agrees to permit the Union to place AFGE News Bulletins and other local business announcements on existing bulletin boards. In buildings with a large concentration of employees (i.e. 100 or more) in the bargaining unit where more than one bulletin board is available, an existing bulletin board may be designated for Union use. Where separate bulletin boards are not available, the Union will be provided space on existing bulletin boards for placement of AFGE News Bulletins and other local business announcements.

## ARTICLE 64 - INFORMATIONAL REPORTS

The Employer will furnish the Union a monthly listing of new hires and separations by name and type of action.

## ARTICLE 65 - REGULATIONS

### Section 1. Copies

The Employer shall provide the Union one (1) copy of changes to Department of Army Civilian Personnel Regulations (CPR), Army Regulations (AR), 690 series only, and DARCOM Supplements thereto (AMCR 690-2 series) upon their receipt through normal publications channels. The Employer shall provide the Union one (1) copy of MICOM regulations, 690 series only, and changes thereto upon publication.

### Section 2. Notice of Change

The Employer agrees to provide the Union with advance written notice of local regulations that would implement new personnel policies and practices and matters affecting working conditions as they apply to bargaining unit employees and which are not covered by the provisions of this Agreement. If the Union desires to negotiate concerning such local regulations, it must so notify the Employer in writing, within ten (10) working days of the date of the advance written notice.

## DEFINITIONS

a. Negotiation - The performance of the mutual obligation of the Employer and the Union to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting unit employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal *or* to make a concession.

b. Conditions of Employment - Personnel policies, practices, and matters whether established by rule, regulation, or otherwise affecting working conditions, except that such term does not include policies, practices and matters:

(1) relating to prohibited political activities

(2) relating to the classification of any position; or

(3) to the extent such matters are specifically provided for by Federal statute.

c. Consultation - As used in this Agreement, shall be defined as a face-to-face meeting between the Commander or his designee and the Union President or his designee to deliberate together in an attempt to reach a mutual agreement.

d. Adverse Actions - are defined as:

(1) Reductions in grade or removals based on unacceptable performance, as defined in Chapter 43, Title 5, Section 4303, US Code.


(2) Removals; suspensions of more than 14 days; reductions in grade; reductions in pay; and furloughs of 30 days or less, as defined in Chapter 75, Title 5, Section 7512, US Code.




IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

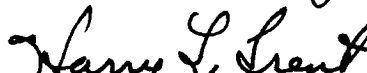
THIS 11<sup>th</sup> DAY OF February 1983

FOR MANAGEMENT


  
WALTER B. JENNINGS, Jr.  
Chief Negotiator

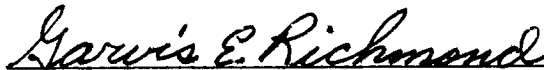
  
WAYNE N. NANCE, Member

  
ASHLEY S. TYSON, Member

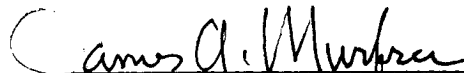
  
HARRY L. TRENT, Member

FOR THE UNION

  
DENNIS GARRISON  
Chief Negotiator

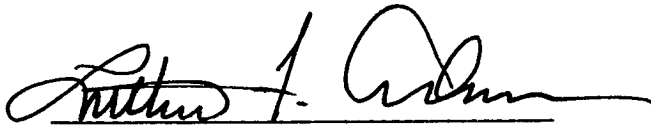
  
GARVIS E. RICHMOND, Member


  
MARVIN C. JONES, Member

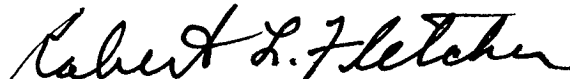
  
JAMES A. MURFREE, Member


  
WOODROW A. WILLIAMS, Member

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Civilian Personnel Officer

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Commander  
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